



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, October 2, 2012

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	ED RUMSEY	ROLE OF GOVT.	
2	Brian Bayliss	Hydrogen Energy	Solar
3			
4			
5			
6	Steve Sakal		Fair Play Village
7			
8	Tom Markovic	2012-37	
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Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

HYDROGEN MAXX GENERATORS

198 Trout Farm Road
Westminster, SC 29693
Email: blmtffm@aol.com
864-647-9700

Hydrogen the New Fuel from Ancient History.

I would like to request your assistance with sponsorship in the science of hydrogen production. My purpose for the use of hydrogen is simple, to help eliminate the total use of petroleum fuel as a means of operation for most essential every day tasks. Hydrogen fuel will lower the cost of transportation, electricity, create jobs, and save the environment. I am presently preparing a cost analysis for the purpose of bringing hydrogen generators to the marketplace. The cost will depend on materials and labor. The approximate cost of unit will be \$1000.00 installed.

The second proposal is for sponsorship. To assist the less fortunate; to help them install hydrogen generators on transportation units.

Third proposal would be: To produce a fuel cracker and bring it to market and double fuel mileage, again.

Fourth proposal is to combine the three proposals: hydrogen generators, fuel crackers, hydrogen reactors, so that all combustion engine will run 100% on hydrogen; through electrolysis from water. So that all transportation units old or new, will not need petroleum based fuels. Lowering the cost of operation to ownership maintenance and taxes.

That would be zero fuel cost.

My qualifications:

I have studied hydrogen history extensively and how it was used.

I have produced several hydrogen generators in several sizes and installed on all types of combustion engines. My goal is to make a difference in our world; and producing a higher quality of life for all.

Would you consider helping?

It will cost approximately 10 million dollars for the faculty, payroll, and supplies for one year to get this project off the ground.

I am requesting your assistance with this project, if you can. Any amount you can give will be greatly appreciated.

The reason I am asking religious organization:

You probably are asking why doesn't he ask the government for a grant.

The reason is that the government is already aware of hydrogen generators and have had this knowledge for over 70 years and applies it to military ships, airplane, submarines, tanks, and other military equipment. The oil companies, auto industry, governments are in bed together. It isn't in their interest. They do not care regarding to humanity or environment, they are only concerned with profit. It is time for all churches to stand together and work a new goal, by eliminating the use of petroleum for fuels. Creating new jobs, free electricity, making a new clean world. I have requested help from several organizations that state they are in the business of helping people. I can tell you they are in

the business of collecting money.

I hope you will help; so please help.

**Thank you,
Brian Bayliss**

HYDROGEN MAXX GENERATORS

198 Trout Farm Road
Westminster, SC 29693
Phone: 864-647-9700
Email: blmttfm@aol.com

There is no mystery to the things I am doing. It is an old military secret and some things are even older than the military.

I am making four different products that will increase your fuel mileage, Greatly.

- | | |
|--|--------------|
| 1. Water/methanol, thermal hydraulic systems | 25% increase |
| 2. Accumulator | 12-15% |
| 3. Fuel Cracker | 15% |
| 4. Hydrogen generator/or Reactor | endless |

I would like to offer my services to you.

Sincerely,

Brian L. Bayliss

Double Your Fuel Mileage

Energy Solutions
Eliminate power bills
Receive payment
instead

Solar panels, battery banks
Hydrogen generators

Consulting service
Sales and Installations

Hydrogen Maxx

864-647-9700

Solar Innovations

864-723-3706



ELECTRONIC RECYLCING INFORMATION SESSION

**Swain Still
Solid Waste
Director**



South Carolina Manufacturer
Responsibility and Consumer
Convenience Information
Technology Equipment Collection and
Recovery Act

-Became effective July 1, 2011

-No electronic waste's disposed of in SC landfills or transfer stations that send waste to SC landfills.



Electronics Banned

- Computers
- Computer Monitors
- Televisions
- Printers
- Cell Phones
- Scanners
- Other Small Home Electronics



Legislative Setbacks

- **State legislature passed the act but did not pass a financial mechanism by not passing regulations. (Unfunded mandate)**
- **North Carolina passed act and financial mechanism.**
- **All E-waste recyclers charge for disposal if televisions are included.**

What Oconee is Doing Now

- E-Cycle Day at Seneca High School with Goodwill partnership.
 - April 21st -40 customers- ~4500 lbs of E-waste
 - Will be having another in conjunction with HHW day on October 13th.
- Salem's Lions Club Donation's
 - Refurbishes PC's to give to school kids who do not have one.
- Goodwill takes all electronics except TV's at MCC's.
- All TV's are disposed of in household garbage due to the state of Georgia not passing an E-waste Law (*still compliant to SC law*).

What Oconee Is Doing Now

- Directs residents to ask retailer if they have an exchange program when purchasing new electronics. (Big box stores have E-cycle programs)
- Rechargeable Battery Recycling
- Cell Phone Recycling

What Other SC Counties Are Implementing?

- Greenville and Spartanburg are only accepting electronics at their busiest centers.
- Last year, Greenville took in nearly 520 tons, Anderson took in 320 tons, Greenwood took in 93 tons.
- Most are providing as limited resources as possible and even charging residents depending on type and condition of electronics.
- Greenville County has residents sort electronics and charges up to \$1000 per ton for harvested products.

Logistical Impacts

- Specialized Recyclers.
- No Electronic Recyclers based in SC. Closest are NC and FL based.
- Several companies are opening small satellite offices in SC.
- Location of Oconee County relative to E-Cyclers.


Financial Impacts



- E-cycle companies charge from \$0.15 – \$0.50 per pound = \$300 - \$1000 per ton.
- Mainly effects municipal governments.
- Most companies stipulate items must be kept dry and shrink wrapped for shipment.
- Keeping items separated to lower costs.



South Carolina Legislature

title 48, chapter 60 found 2 times.  **Disclaimer**

Code of Laws

TITLE 48. ENVIRONMENTAL PROTECTION AND CONSERVATION

CHAPTER 60. SOUTH CAROLINA MANUFACTURER RESPONSIBILITY AND CONSUMER CONVENIENCE INFORMATION TECHNOLOGY EQUIPMENT COLLECTION AND RECOVERY ACT

SECTION 48-60-05. Short title. [SC ST SEC 48-60-05]

This chapter may be cited as the "South Carolina Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act".

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-10. Legislative findings. [SC ST SEC 48-60-10]

The General Assembly finds:

- (1) Televisions, computing, and printing devices are critical to the development of this state's economy and the promotion of the quality of life of the citizens of this State.
- (2) Many of these televisions, computing, and printing devices can be refurbished and reused, or recycled.
- (3) Developing and implementing a system for recovering televisions, computing, and printing devices promotes resource conservation, public health, public safety, and economic prosperity.
- (4) In order to carry out these purposes, the State must establish a comprehensive and convenient recovery program for televisions, computing, and printing devices based on individual manufacturer responsibility and shared responsibility among consumers, retailers, and government, and that the program must ensure that end-of-life televisions, computing, and printing devices are disposed of in a manner that promote resource conservation through the development of an effective and efficient system for collection and recycling, and to encourage manufacturers to offer convenient collection and recycling service to consumers at no charge.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-20. Definitions. [SC ST SEC 48-60-20]

As used in this chapter:

- (1) "Collect" or "collection" means to facilitate the delivery of a covered device to a collection site included in the manufacturer's program, and to transport the covered device for recovery.
- (2) "Computer manufacturer" means a person who:
 - (a) manufactures a covered computer device under its own brand for sale or without affixing a brand;

(b) sells in this State a covered computer device produced by another supplier under its own brand or label;

(c) imports covered computer devices; if a company from which an importer purchases a covered device has a presence or assets in the United States, that company must be considered the manufacturer; or

(d) manufactures a covered computer device, supplies a covered device to a person within a distribution network that includes wholesalers or retailers in this State, and benefits from the sale of a covered device through that distribution network.

(3) "Consumer" means an occupant of a single detached dwelling unit or a single unit of a multiple dwelling unit who has used a covered device primarily for personal or home business use.

(4) "Covered computer device" means a desktop or notebook computer, computer monitor, or printing device marketed and intended for use by a consumer, but does not include a covered television device.

(5) "Covered devices" means a covered computer device and a covered television device marketed and intended for use by a consumer. "Covered device", "covered computer device", and "covered television device" do not include any of the following:

(a) a covered device that is a part of a motor vehicle or any component part of a motor vehicle assembled by, or for, a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;

(b) a covered device that is functionally or physically a part of, or connected to, or integrated within equipment or a system designed and intended for use in an industrial, governmental, commercial, research and development, or medical setting, including, but not limited to, diagnostic, monitoring, control or medical products as defined under the federal Food, Drug, and Cosmetic Act, or equipment used for security, sensing, monitoring, antiterrorism, emergency services purposes or equipment designed and intended primarily for use by professional users;

(c) a covered device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, air purifier, water heater, or exercise equipment; or

(d) telephones of any type, including mobile telephones, a personal digital assistant (PDA), a global positioning system (GPS), or a hand-held gaming device.

(6) "Covered television device" means any electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying television or video programming via broadcast, cable, or satellite, including, without limitation, any direct view or projection television with a viewable screen of nine inches or larger whose display technology is based on cathode ray tube, plasma, liquid crystal display, digital light processing, liquid crystal on silicon, silicon crystal reflective display, light emitting diode, or similar technology marketed and intended for use by a consumer primarily for personal purposes. The term does not include a covered computer device.

(7) "Department" means the South Carolina Department of Health and Environmental Control.

(8) "Manufacturer's brands" means a manufacturer's name, brand name either owned or licensed by the manufacturer, or brand logo for which the manufacturer has legal responsibility.

- (9) "Person" means an individual, business entity, partnership, limited liability company, corporation, not-for-profit corporation, association, government entity, public benefit corporation, or public authority.
- (10) "Recover" means to reuse or recycle.
- (11) "Recoverer" means a person or entity that reuses or recycles a covered device.
- (12) "Retail sale" means the sale of a new product through a sales outlet, the Internet, mail order, or otherwise, whether or not the seller has a physical presence in this State. A retail sale includes the sale of new products.
- (13) "Retailer" means a person engaged in retail sales.
- (14) "Sale" or "sell" means any transfer for consideration of title including, but not limited to, transactions conducted through sales outlets, catalogs, or the Internet or any other similar electronic means, but does not mean leases.
- (15) "Television" means any electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying of television or video programming via broadcast, cable, or satellite, including, without limitation, any direct view or projection television with a viewable screen of nine inches or larger whose display technology is based on cathode ray tube, plasma, liquid crystal display, digital light processing, liquid crystal on silicon, silicon crystal reflective display, light emitting diode, or similar technology marketed and intended for use by a consumer primarily for personal purposes. The term does not include a covered computer device.
- (16) "Television manufacturer" means a person who:
- (a) manufactures covered television devices under a brand that it licenses or owns, for sale in this State;
 - (b) manufactures covered television devices without affixing a brand for sale in this State;
 - (c) resells into this State a covered television device under a brand it owns or licenses produced by other suppliers, including retail establishments that sell covered television devices under a brand the retailer owns or licenses;
 - (d) imports covered television devices; if a company from which an importer purchases a covered device has a presence or assets in the United States, that company must be considered the manufacturer;
 - (e) manufactures covered television devices, supplies them to any person or persons within a distribution network that includes wholesalers or retailers in this State, and benefits from the sale in this State of those covered television devices through the distribution network; or
 - (f) assumes the responsibilities and obligations of a television manufacturer under this chapter. In the event the television manufacturer is one who manufactures, sells, or resells under a brand it licenses, the licensor or brand owner of the brand shall not be included in the definition of television manufacturer under items (a) or (c) above.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-30. Computer or television manufacturer to provide label on covered devices. [SC ST SEC 48-60-30]

A computer or television manufacturer may not sell or offer to sell a covered device unless a label indicating the computer or television manufacturer's brand is permanently affixed to the covered device in a readily visible location.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-40. Computer manufacturer to provide recovery program or financial incentive of equal or greater value for sales or offers of sale of covered computer devices. [SC ST SEC 48-60-40]

(A) A computer manufacturer may not sell or offer to sell in this State a covered computer device unless the computer manufacturer provides a recovery program at no charge or provides a financial incentive of equal or greater value, such as a coupon. A recovery program must:

(1) require a computer manufacturer to offer to collect from a consumer a covered computer device bearing a label as provided in Section 48-60-30; and

(2) make the collection service as convenient to a consumer as the purchase of a covered computer device from a computer manufacturer as follows:

(a) A computer manufacturer may utilize a mail-back system in which a consumer can return an end-of-life covered device by mail, including a system in which a consumer can go online, print a prepaid shipping label, package the product, and affix the prepaid label to the package for deposit with the United States Postal Service or other carrier selected by the computer manufacturer.

(b) If the computer manufacturer does not provide a mail-back system, the computer manufacturer must provide collection sites or collection events, or both, that are centrally located in a county, region, or other locations based on population. Computer manufacturers shall work in coordination with the department to determine an appropriate number of collection sites or collection events, or both.

(B) A recovery program may use existing collection and consolidation infrastructure for collecting covered devices, including retailers, recyclers, and reuse organizations.

(C) Computer manufacturers may work collectively and cooperatively to offer collection services to consumers.

(D) A recovery program must be described on a computer manufacturer's Internet website if a manufacturer maintains an Internet website.

(E) Collection events under this section must accept any covered computer device.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-50. Television manufacturer to provide recovery program or financial incentive of equal or greater value for sales or offers of sale of covered television devices; annual recycling; contact information provided to department. [SC ST SEC 48-60-50]

(A) No television manufacturer shall sell or offer for sale a covered television device in this State unless the television manufacturer provides a recovery program at no charge or provides a financial incentive of equal or greater value, such as a coupon.

(B) Beginning on the effective date of this chapter through June 30, 2012, a television manufacturer annually must recycle or arrange for the recycling of covered televisions.

(1) Beginning program year 2012, a television manufacturer annually must recycle or arrange for the recycling of its market share of covered television devices pursuant to this section. Market share, as used in this chapter, is the total weight of the manufacturer's televisions that were sold at retail in the United States to individuals during the previous program year, multiplied by the population fraction of South Carolina to the United States population, divided by the total weight of all of the televisions that were sold at retail to individuals in South Carolina during the previous program year. The individual recycling obligation for each television manufacturer is the total pounds of television recycled by all television manufacturers during the previous program year multiplied by the manufacturer's market share as calculated above. The population fraction is determined by using the most recent United States Census data for the total population of South Carolina divided by the total population of the United States.

(2) The department shall notify each television manufacturer of its market share recycling obligation. A television manufacturer shall provide the department information necessary for the department to calculate market share and to determine each television manufacturer's recycling obligation.

(3) A television manufacturer shall report to the department the total weight of manufacturer's televisions sold at retail in the United States, the state specific television sales data annually calculated using the population fraction of South Carolina to the United States population, and the total weight of televisions collected and recycled in the State during the previous program year.

(4) The program year for a recovery program under this section is the state's fiscal year.

(C) A television manufacturer may fulfill the requirements of this section either individually or in participation with other television manufacturers. A recovery program may use existing collection and consolidation infrastructure for collecting covered television devices, including retailers, recyclers, and reuse organizations.

(D) A television manufacturer shall provide the department with contact information for the manufacturer's designated agent or employee whom the department may contact for information related to the manufacturer's compliance with the requirements of this section.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-60. Liability of computer or television manufacturers. [SC ST SEC 48-60-60]

A computer or television manufacturer may not be liable for damages arising from information stored on a covered device collected from a consumer under the manufacturer's recovery programs of this chapter.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-70. Retailer sale requirements; exception. [SC ST SEC 48-60-70]

(A) A retailer only may sell or offer to sell a covered device that:

(1) bears a manufacturer label as provided in Section 48-60-30; and

(2) is manufactured by a manufacturer that offers a recovery program as provided in Sections 48-60-40 and 48-60-50.

(B) The requirements of this section do not apply to a television sold by a retailer for less than one hundred dollars.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-80. Liability of retailer. [SC ST SEC 48-60-80]

A retailer may not be liable for damages arising from information stored on any covered device collected from a consumer under the manufacturer's recovery program.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-90. Consumers placing or discarding covered devices in waste stream that is to be disposed of in a solid waste landfill; duty of owner of solid waste landfill. [SC ST SEC 48-60-90]

(A) After July 1, 2011, a consumer must not knowingly place or discard a covered device or any of the components or subassemblies of a covered device in any waste stream that is to be disposed of in a solid waste landfill.

(B) An owner or operator of a solid waste landfill must not, at the gate, knowingly accept, for disposal, loads containing more than an incidental amount of covered devices.

(C) The owner or operator of a solid waste landfill must post, in a conspicuous location at the landfill, a sign stating that covered devices or any components of covered devices are not accepted for disposal at the landfill.

(D) The owner or operator of a solid waste landfill must notify, in writing, all haulers delivering solid waste to the landfill that covered devices or any components of covered devices are not accepted for disposal at the landfill.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-100. Department to provide information to the public; fees for recovery process. [SC ST SEC 48-60-100]

(A) The department shall provide information to the public on its Internet website regarding the provisions of the chapter and the prohibition on disposing of covered devices in a solid waste landfill. The department also shall provide information about recovery programs available in the State on the department's Internet website. The website must include information about collection options available, the definition of covered devices, the proper methods for disposing of covered devices, the proper methods for disposing noncovered devices, and links to relevant portions of computer or television manufacturer's Internet websites.

(B) Any local government eligible to participate in the statewide Electronic Equipment Recycling Services (EERS) contract with the South Carolina Budget and Control Board may not charge a consumer a fee at any point of the recovery process.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-110. Audits and inspection by department. [SC ST SEC 48-60-110]

The department may conduct audits and inspection of a computer or television manufacturer, retailer, or recoverer to determine compliance with this chapter's provisions, and may establish by regulation administrative fines for violations of this chapter.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-120. Exemptions from public disclosure. [SC ST SEC 48-60-120]

Financial and proprietary information submitted to the department pursuant to this act is exempt from public disclosure.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-130. Annual solid waste report to contain information provided by manufacturers. [SC ST SEC 48-60-130]

The department shall include in its annual solid waste report information provided by manufacturers on recovery programs offered pursuant to this chapter.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-140. Recovery of covered devices to comply with law; recoverer minimum compliance. [SC ST SEC 48-60-140]

(A) Covered devices must be recovered in a manner that complies with all applicable federal, state, and local requirements.

(B) Recoverers must at a minimum comply with the responsible recycling practices (R2/RIOS) developed by the Institute of Scrap Recycling Industries or other comparable industry or governmental standards.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.

SECTION 48-60-150. Promulgation of regulations; fee requirements. [SC ST SEC 48-60-150]

The department shall promulgate regulations needed to implement this chapter's provisions including, but not limited to, reporting requirements, manufacturers' plans, manufacturers' annual reports, and standards for operations of recovery facilities. The department may propose by regulation, which must be submitted to the General Assembly pursuant to the Administrative Procedures Act, an initial registration fee or annual fee, or both, on computer or television manufacturers of covered devices, the proceeds of which must be used solely for the purposes of implementing the provisions of this chapter. Any fee proposed by the department must be graduated based on the computer manufacturer's volume of sales in this State. Any registration fee or annual fee for television manufacturers must be based on market share as defined in this chapter. A manufacturer of a covered device that sells one thousand or less per year is exempt from any fee.

HISTORY: 2010 Act No. 178, § 1, eff July 1, 2011.



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

NOTICE

TO: Retailers of Covered Devices
Recyclers of Covered Devices
Other Interested Parties

FROM: Jana White, Solid Waste Planning Section

RE: South Carolina E-Scrap Requirements

DATE: June 20, 2011

South Carolina E-Scrap Statute Reminder

As you know, the South Carolina Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act becomes effective July 1, 2011.

The statute includes a disposal ban on covered electronic devices, a requirement that manufacturers of covered devices have recovery programs, and that recycling of electronic devices be done in compliance with R2/RIOS standards. It also prohibits the sale of covered devices that are not labeled with the name of the manufacturer, and devices made by manufacturers that do not offer recovery programs to consumers. "Covered devices" refers to consumer computers, monitors, desktop printers and televisions.

A link to the statute can be found at www.scstatehouse.gov/code/t48c060.htm.

South Carolina E-Scrap Regulation Update

The Department has promulgated a regulation that specifies the requirements outlined more generally in the statute. Although we had hoped to have legislative approval of the regulation before the General Assembly recessed, approval of the proposed regulation R. 61-118 Electronic Equipment Collection and Recovery has not yet occurred. For this reason, any specific requirements included in the regulation but not included in the statute are not effective at this time. This includes the manufacturer registration process and the recoverer registration process. These activities will become effective upon approval of the regulation, anticipated to be January 2012.

The proposed regulation can be viewed at www.scstatehouse.gov/regs/4179.docx.

If you have contact information to correct, or if you know of other entities that would like to receive information, please send corrections or additions to us, or pass this e-mail along to others as appropriate. Additions and corrections may be e-mailed to Jana White at whitejm@dhec.sc.gov.

We will continue to notify you as regulatory requirements change. If you have questions about the South Carolina e-scrap requirements, you can visit the e-cycle Web site at www.scdhec.gov/e-cycle or contact Jana White at the e-mail listed above, or by calling (803) 896-4221 or (800) 768-7348.

Thank you.



Notice

TO: Consumer Electronics Manufacturers and Interested Parties
FROM: Jana White, Manager, Solid Waste Planning
RE: South Carolina Electronics Program Update
DATE: August 23, 2012

Notice to Television Manufacturers

In accordance with the requirements of S.C. Code Section 48-60-50, manufacturers that sell consumer televisions in South Carolina must register with the S.C. Department of Health and Environmental Control (DHEC).

Beginning July 1, 2012, manufacturers of consumer televisions and/or manufacturer representatives will be able to register online. Registration must be completed no later than October 1, 2012.

During the online registration process, the manufacturer will be asked to provide:

- manufacturer contact information;
- a complete list of the television brands owned or licensed by the manufacturer;
- a copy or summary of their Collection and Recovery Plan;
- sales data for the year July 1, 2011 through June 30, 2012; and
- recovery data for the year July 1, 2011 through June 30, 2012.

For the year beginning July 1, 2012 and ending June 30, 2013, television manufacturers must recover their market share of televisions in accordance with the Act. Specific market share recovery requirements will be provided by DHEC to television manufacturers as soon as possible after the registration deadline, but not later than December 31, 2012.

Online registration will be available beginning July 1, 2012. To begin the registration process, please go to this link <http://www.scdhec.gov/environment/admin/html/epermitting.htm> and follow the directions for the ePermitting Portal. Manufacturers will be required to create an eSignature account to access the EPermitting Portal. Please create an account for the Manufacturer rather than an individual person. If you prefer to register by paper, please contact us.

Manufacturers of electronic devices other than televisions may voluntarily register beginning July 1, 2012. Requirements for manufacturers may change pending future legislative activity. We will notify you of any changes when they occur, and post them on the website listed below.

For additional information, program updates and links to the registration process, please visit: www.scdhec.gov/e-cycle. You may also contact Tina Lindler or Jana White at e-register@dhec.sc.gov or at 1(800)768-7348 or 1(800) SO-USE-IT.



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

NOTICE

TO: Landfill Operators
Solid Waste Haulers

RE: South Carolina E-Scrap Requirements

DATE: July 1, 2011

South Carolina E-Scrap Statute Reminder

The South Carolina Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act was signed into law on May 19, 2010, and will become effective on July 1, 2011.

Section 48-60-90 of the Act states that:

- (A) After July 1, 2011, a consumer must not knowingly place or discard a covered device or any of the components or subassemblies of a covered device in any waste stream that is to be disposed of in a solid waste landfill;
- (B) An owner or operator of a solid waste landfill must not, at the gate, knowingly accept, for disposal, loads containing more than an incidental amount of covered devices;
- (C) The owner or operator of a solid waste landfill must post, in a conspicuous location at the landfill, a sign stating that covered devices or any components of covered devices are not accepted for disposal at the landfill; and
- (D) The owner or operator of a solid waste landfill must notify, in writing, all haulers delivering solid waste to the landfill that covered devices or any components of covered devices are not accepted for disposal at the landfill.

"Covered devices" refers to consumer computers, monitors, desktop printers and televisions.

The Department has promulgated a regulation that specifies the requirements outlined more generally in the statute. Approval of the regulation is anticipated to be January 2012.

The entire e-scrap law can be viewed at www.scstatehouse.gov/code/t48c060.htm.

The proposed e-scrap regulation can be viewed at www.scstatehouse.gov/regs/4179.docx.

As a reminder, Class 1 and Class 2 landfills are also prohibited from accepting any electronic waste under the landfill regulation R.61-107.19. The landfill regulation can be viewed at www.scdhec.gov/environment/lwm/regs/R61-107-19.pdf.

If you have questions about the South Carolina e-scrap requirements, you can visit the e-cycle Web site at www.scdhec.gov/e-cycle or call (800) 768-7348.

Thank you.

E-Waste Ban

South Carolina's E-Waste Ban Goes Into Effect July 1, 2011

Governor Mark Sanford signed [House Bill 4003](#), the Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act, on May 20, 2010 making South Carolina the 22nd state to enact a program for the recovery of used electronics beginning July 1, 2011.

E-Waste is banned from disposal in landfills but intact and undamaged e-waste is accepted for recycling at all of our [Residential Waste and Recycling Centers](#), Residential generation only. Dismantled E-Waste or TVs with broken cathode tubes are only accepted at the [Twin Chimneys Landfill](#). (See rates below). Residential Waste and Recycling Centers no longer accept dismantled e-waste or TVs with broken cathode tubes.

Electronic Waste Rates:

Intact e-waste - \$400 per ton
 Harvested CRT TV's & Monitors - \$600 per ton
 Crushed CRT TV's & Monitors - \$1,000 per ton

E-waste is an ever-growing popular, yet informal name for a variety of electronic products that have met the end of their "useful life".

- Computers
- Printing Devices
- Televisions
- Monitors
- Laptops
- Telephones of any type
- Mobile phones

**Disposal**

Drop-Off Sites:
 E-Waste will be collected at our [Residential Waste and Recycling Centers](#) and [Twin Chimneys Landfill](#). Trailers will be provided.

[Donate Your E-Waste](#)



- HOME
- BOARD MEMBERS
- ASSOCIATES
- CAREERS
- FAQ
- CONTACT US



- MEET GOODWILL
- DONATE
- SHOP
- PROGRAMS & SERVICES
- BUSINESS SUPPORT SERVICES



RECYCLE YOUR COMPUTER!



At Goodwill, our commitment to a cleaner environment has resulted in innovative processes to help us maximize the value of donations and minimize waste as much as possible. In 2005, Goodwill Industries of Upstate/Midlands South Carolina launched its Computer Recycling program, designed to recycle used computers and other "e-waste" and maximize the value still contained in these machines.

In 2010, Goodwill joined the Reconnect program, a partnership between Goodwill and Dell. Reconnect is a residential computer recycling program that offers you an easy, convenient and responsible way to recycle your used computer equipment. You can drop off any brand of used equipment at participating Goodwill donation centers in your area; it's free, and you'll get a receipt for tax purposes. What's more, you'll be helping protect the environment and benefiting your community at the same time.

For more information on the Reconnect partnership, please click [here](#).

Goodwill stores also sell refurbished computers.

Computers may be donated at any Goodwill store or donation center. Donations are tax-deductible.

Donation Centers



Your opinions are important!
Please take a moment to complete
our Donor & Shopper survey.

[Donor Survey](#)

[Shopper Survey](#)

[Work Force Development Surveys](#)





MOUNTAIN LAKES CONVENTION & VISITORS BUREAU

Oconee County, South Carolina



Nestled under the Blue Ridge Mountains, Oconee County offers the perfect setting to create memorable experiences. From magnificent mountain views, pristine waters and tranquil wilderness to quaint downtowns, Oconee County has an abundant selection of group touring opportunities. Experience historical sites and tours, unique shopping, nature-based adventures and much more!

Discover our breathtaking lakes, mountains, rivers and waterfalls. The awe-inspiring waters of Lakes Jocassee, Keowee and Hartwell are some of the best in the Southeast. Oconee County is almost entirely surrounded by water and mountains - an outdoor enthusiasts' paradise.

Whatever season, scenic splendor and outdoor adventure will be waiting - all with that famous southern hospitality!

Oconee County planning resources are readily available!
Group Tour Planner
Group Tour Manual
Area Referrals
Suggested itineraries customized to fit your needs
Calendar of Events

For all of your planning needs, call (803) 637-9861 or email whitney@SCMountainLakes.com.

Need a reason to visit? We have lots of reasons, actually...

LAKES
MOUNTAINS
WATERFALLS
ZIPLINING
ANTIQUING & BOUTIQUING
ARTS
BICYCLING
BOATING
WHITewater RAFTING
CAMPING
PADDLING
FISHING
GOLFING
GERMAN CULTURAL HERITAGE
HIRING
CHEROKEE CULTURAL HERITAGE
CHATTOOGA NATIONAL
WILD & SCENIC RIVERS
SC NATIONAL HERITAGE CORRIDOR
SCENIC HIGHWAYS
SUMTER NATIONAL FOREST

WWW.SCMOUNTAINLAKES.COM



SAMPLE ITINERARY

Day One:

Arrive at Lake Jasper for a boat ride on the deepest and clearest lake in the state. Spot the bald eagle and view some of the magnificent waterfalls from the boat.

Arrive and check into hotel.

Wine and Cheese reception and dinner at The Vault in downtown Seneca.

Day Two:

Depart hotel.

Breakfast at the World of Energy and a tour of the nuclear power plant.

Learn about the Cherokee Trading Post at Dooree Station and experience a demonstration of black powder market firing.

Take a scenic drive to Whitewater Falls, the largest waterfall East of the Mississippi River, and get out and enjoy the breathtaking views of the falls. Bring your camera for amazing picture taking.

Drive down the mountain to Wigginton Overlook and a bird look of the Blue Ridge Mountains.

Lunch at Lurible. The food is one of a kind pizza, lasagna and pasta, the pizzas are named after local waterfalls and rivers.

Take a tour of Wildwater and learn about their offerings, ropes courses and whitewater rafting trips that your groups can enjoy while in Cannon.

Take a walk to Skappotree, Turleair and Isaacson Falls. These unique spots located just steps away from each other lets you see the natural beauty of Dooree County and its unique history.

Visit the Dooree Heritage Center and get an overview of the area's rich history from the Cherokee Indians to the German settlers. While there, enjoy a cocktail hour before dinner.

Dinner at the Falls restaurant.

After dinner, depart for hotel.

Day Three:

Check out of hotel and depart for breakfast at the Seneca Family restaurant.

After breakfast, take a tour of the Luray Museum in downtown Seneca. This historic museum has been restored to its original splendor.

Take a short drive to the Blue Ridge State Center to see the art shows that the Update has to offer visitors and residents.

Enjoy lunch at the Ye Olde Sandwich Shop in downtown Seneca. Take home a scoop of ice cream or a box of homemade fudge.

Depart from hotel for home.

TRAVEL TIMES:

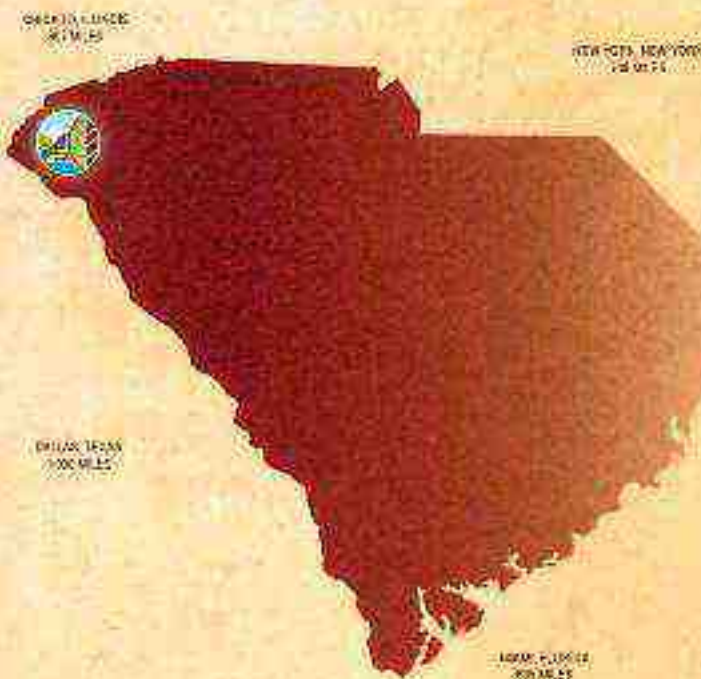
2 hours from Atlanta, GA

45 minutes from Greenville, SC

2 hours from Columbia, SC

2 hours from Charlotte, NC

1 hour from Asheville, NC



CONTACT:

Whitney Ellis, Group Sales Manager

(803) 637-9861

whitney@SCMountainLakes.com

Mountain Lakes CVB

502 East Main Street

Walhalla, SC 29691



WWW.SCMOUNTAINLAKES.COM

Tourism Update Oconee County Council



Tourism Update

Oconee County Council

- CVB Accomplishments (Oct 2011-Present)
 - Became an independent entity as a 501 (c)6
 - Established a hands on active Board of Directors
 - Ken Sloan, Chairman
 - Phil Shirley, Vice Chairman
 - Jim Gadd, Secretary
 - Glenn Buddin, Treasurer
 - Lorraine Harding, Marketing Chair
 - Denise McCormick, Public Relations Chair
 - Brian Greer
 - Ed Land
 - Scott Toussaint

Tourism Update

Oconee County Council

- Established new CVB office/Visitors Center at the Earle House
- Clemson Research Project
- Hired full time group tour/small business sales manager Whitney Ellis
- Completed Southeast Tourism Society (STS) Marketing College
- Serves on STS Board and South Carolina Travel & Tourism Coalition Board of Directors
- Continue developing and implementing marketing strategies

JOB

TAXES

TOURISM

GROWTH

INCOME



Tourism



Is



Economic

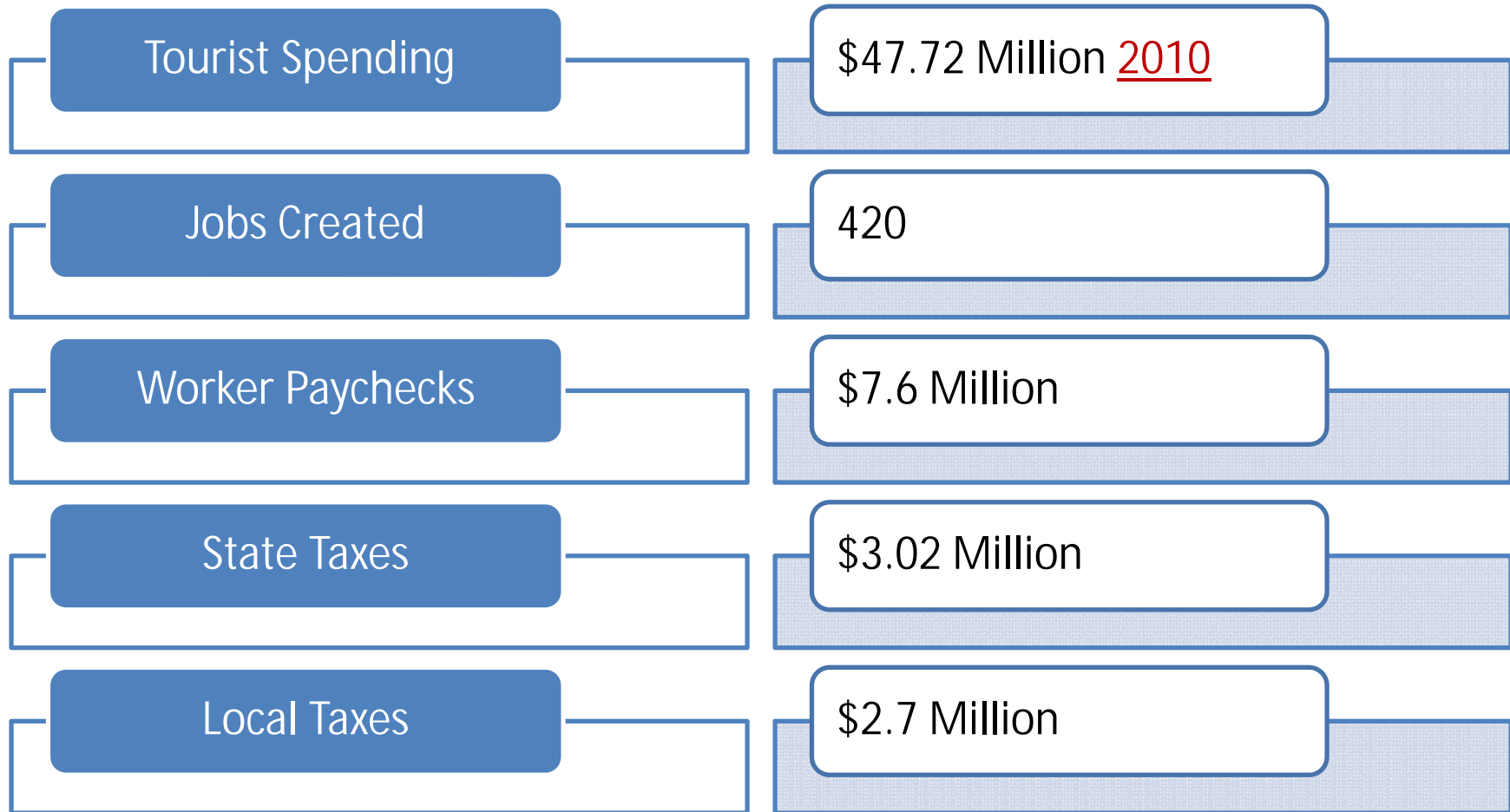


Development

Tourism is Sustainable

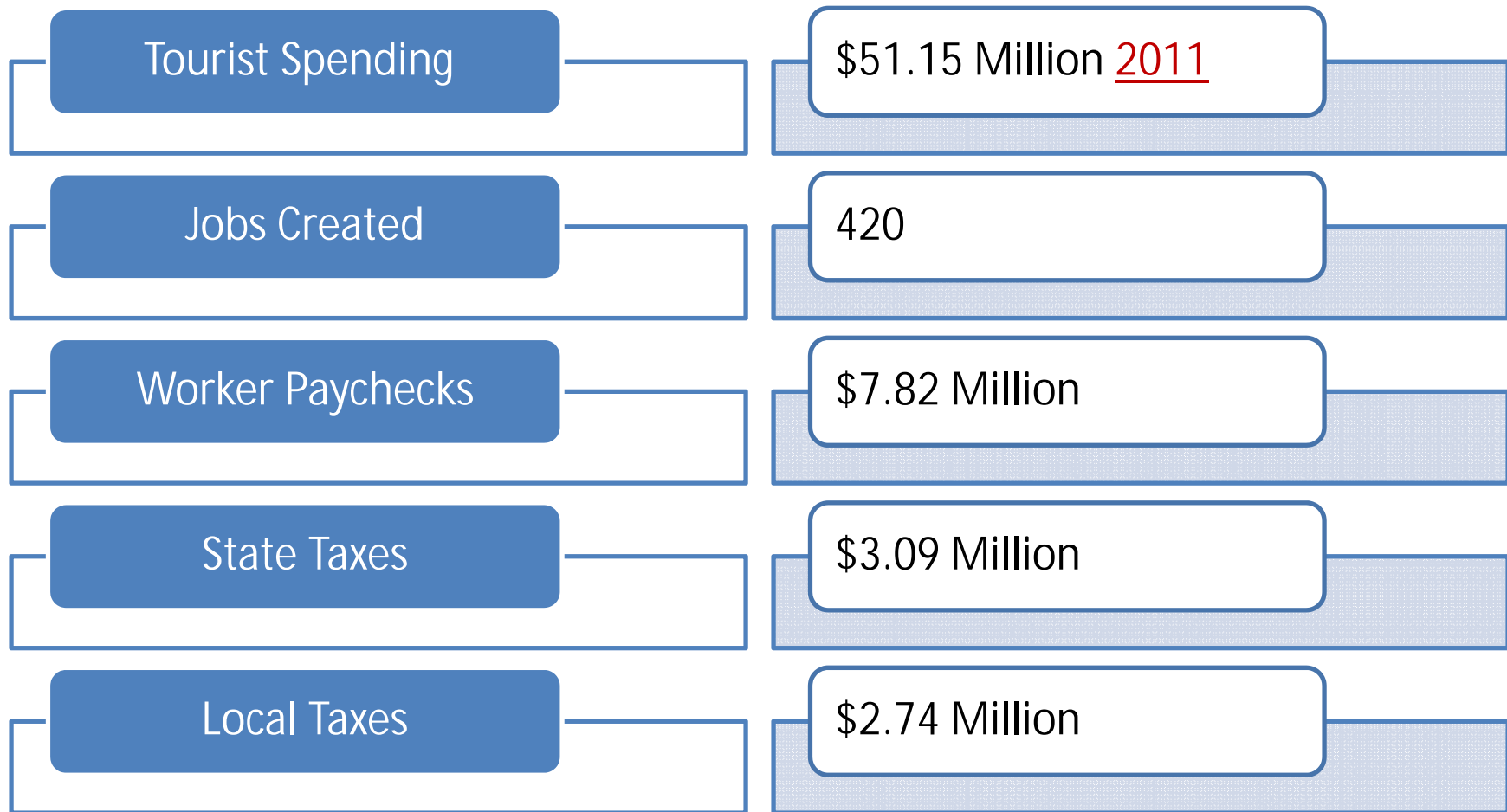


Tourism Works for Oconee County!



Source: Study prepared for the SC Dept. of Parks, Recreation & Tourism by the U.S. Travel Association, Washington DC, The 2010 Economic Impact of Travel on South Carolina Counties

Tourism Works for Oconee County!



Source: Study prepared for the SC Dept. of Parks, Recreation & Tourism by the U.S. Travel Association, Washington DC, The 2010 Economic Impact of Travel on South Carolina Counties

South Carolina

US Travel Association Research Data

SC County	Tourism Expenditures (millions)	Payroll	Jobs	State Taxes Generated from Tourist (millions)	Local Taxes Generated from Tourist (millions)
Horry	3 Billion	612 Million	36,500	191	126
Greenville	875	230 Million	9080	36	14
Pickens	82.5	14.4 Million	830	5.2	2.8
Oconee(20)	47.72	7.6 Million	420	3.02	2.7
Greenwood	42.91	7.3 Million	430	2.7	1.05
Newberry	26.09	4.12 Million	220	1.65	1.5
Union	11.34	1.72 Million	100	.74	.19

Source: Study prepared for the SC Dept. of Parks, Recreation & Tourism by the U.S. Travel Association, Washington DC, The 2010 Economic Impact of Travel on South Carolina Counties

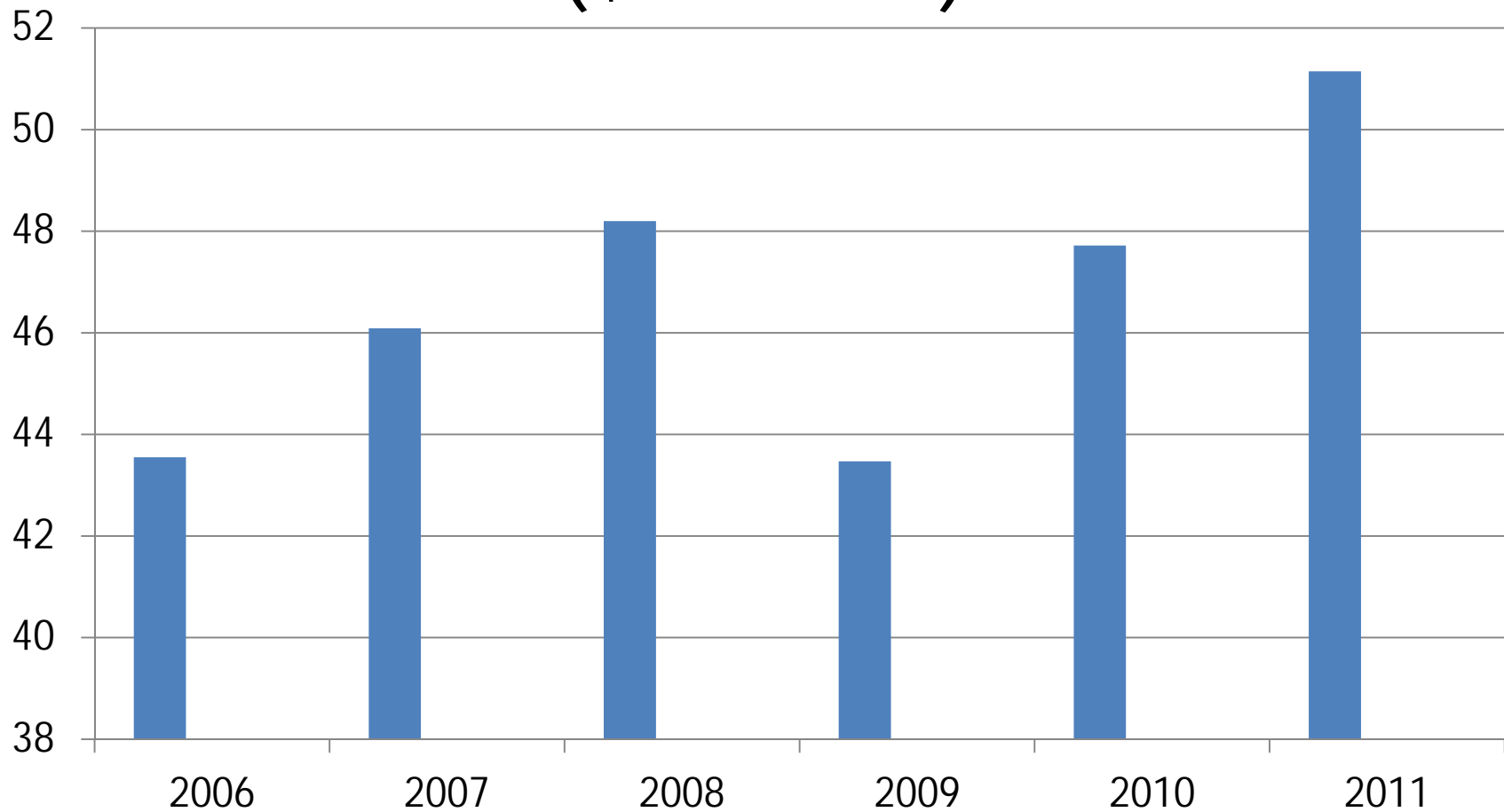
South Carolina

US Travel Association Research Data

SC County	Tourism Expenditures (millions)	Payroll	Jobs	State Taxes Generated from Tourist (millions)	Local Taxes Generated from Tourist (millions)
2006	43.55	7.4 Million	430	5.3	
2007	46.09	7.7 Million	450	5.6	
2008	48.2	7.8 Million	440	5.75	
2009	43.47	7.42 Million	420	2.84	2.52
2010	47.72	7.6 Million	420	3.02	2.7
2011	51.15	7.82 Million	420	3.09	2.74

Source: Study prepared for the SC Dept. of Parks, Recreation & Tourism by the U.S. Travel Association, Washington DC, The 2010 Economic Impact of Travel on South Carolina Counties

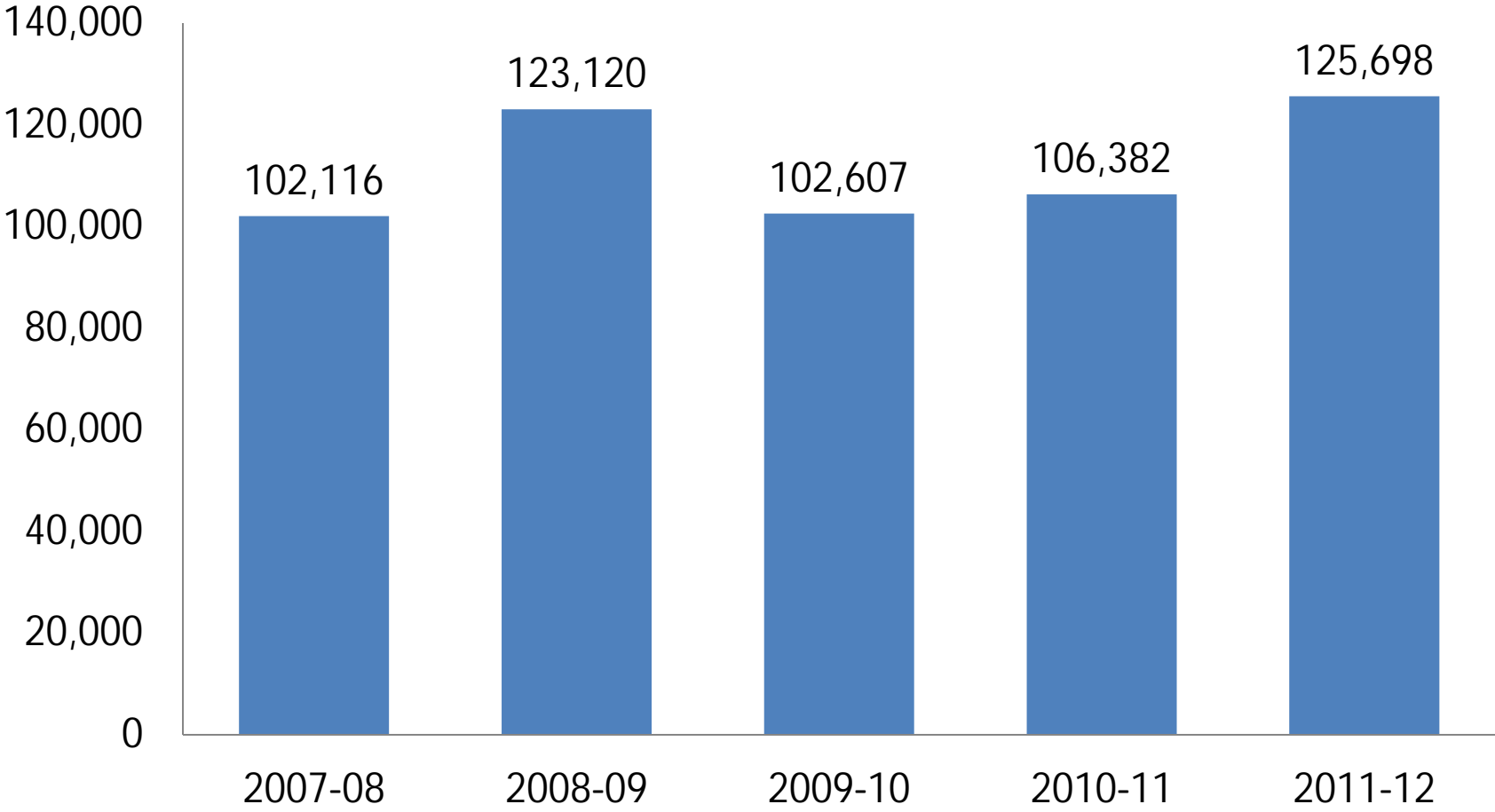
Economic Impact of Tourism in Oconee County (\$Millions)



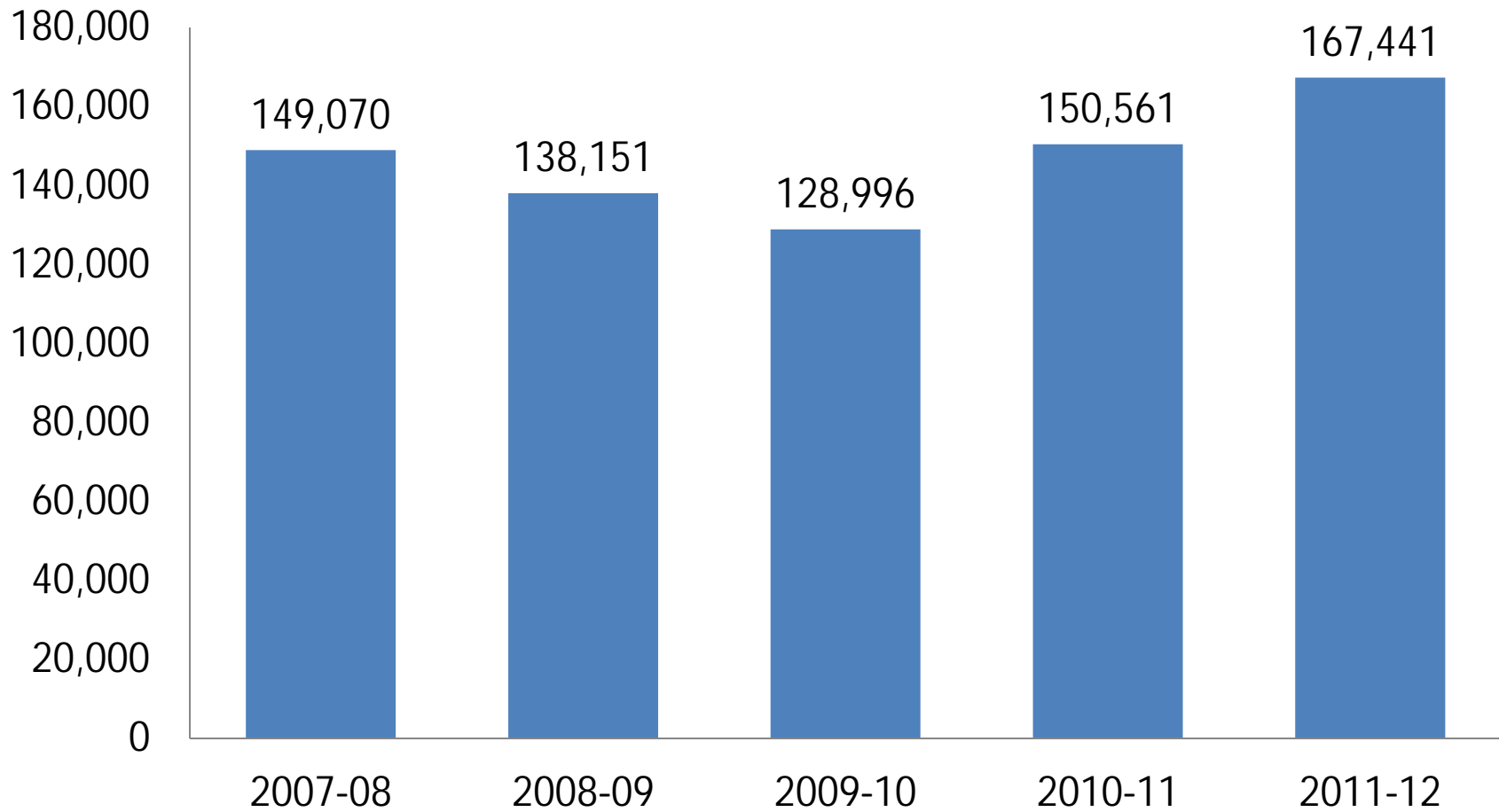
Tourism Tax Relief

- ★ Each of the 38,763 households in Oconee County pays \$150 less in State and local taxes as a result of taxes generated by tourism economic activity!

State ATAX Revenue

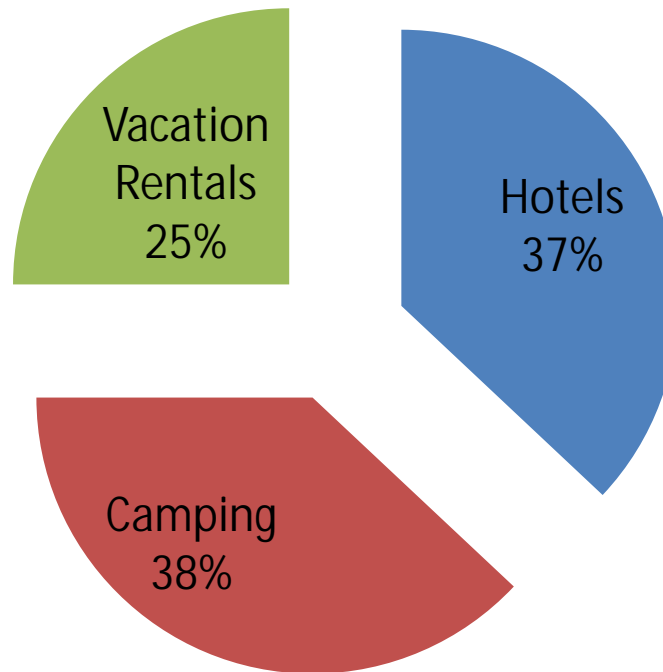


Local ATAX Revenue



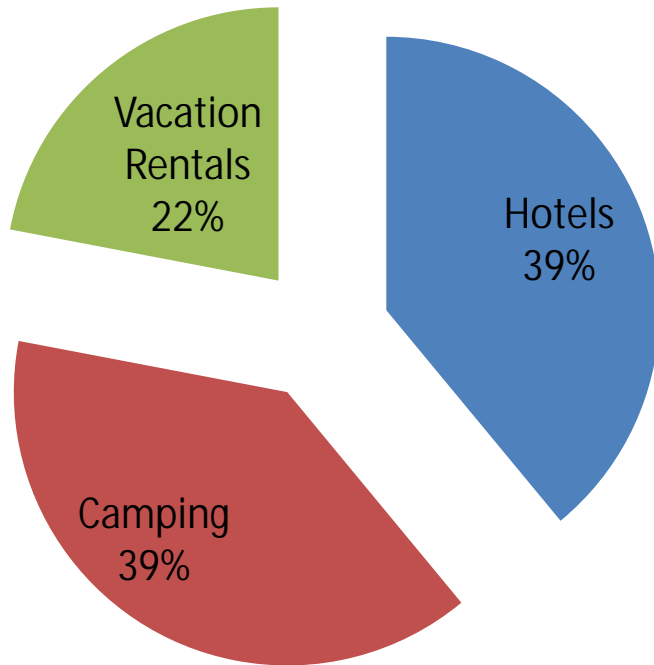
ATAx Inventory

Lodging 2009-10

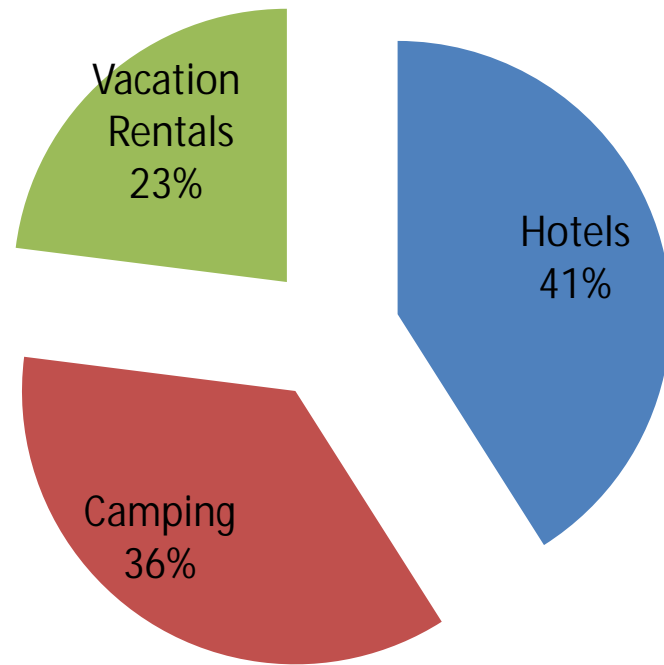


ATAX Inventory

Lodging 2010-11



Lodging 2011-12



Questions?



www.ExperienceOconee.com



MOUNTAIN LAKES
Convention & Visitors Bureau



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: October 2, 2012 6:30 p.m.**

Ordinance 2012-30 "AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") TO PURCHASE OR OTHERWISE ACQUIRE CERTAIN REAL PROPERTY LOCATED IN THE COUNTY (THE "PROPERTY"); AUTHORIZING THE SALE OR CONVEYANCE OF A PORTION OF SUCH PROPERTY; AMENDING ORDINANCE NO. 2012-01 OF THE COUNTY TO THE EXTENT NECESSARY TO PROVIDE FOR APPROPRIATION OF FUNDS FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING AND TO DETERMINE CERTAIN MATTERS RELATED TO THE FOREGOING; RATIFYING THE ACTIONS OF THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS AND STAFF UNDERTAKEN WITH RESPECT TO THE FOREGOING; AND OTHER MATTERS RELATING TO THE FOREGOING."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and

Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691

Please PRINT your name

1.	
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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2012-26**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Industrial District (ID), and duly identified on the Official Zoning Map to be in the Industrial District, are hereby rezoned, and shall be in the Agricultural Residential District (ARD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcels

1. 221-00-01-105
 2. 221-00-01-106
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
 3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
 4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
 5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: June 5, 2012
Second Reading: July 17, 2012
Public Hearing: August 14, 2012
Third Reading: October 2, 2012

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-30

AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") TO PURCHASE OR OTHERWISE ACQUIRE CERTAIN REAL PROPERTY LOCATED IN THE COUNTY (THE "PROPERTY"); AUTHORIZING THE SALE OR CONVEYANCE OF A PORTION OF SUCH PROPERTY; AMENDING ORDINANCE NO. 2012-01 OF THE COUNTY TO THE EXTENT NECESSARY TO PROVIDE FOR APPROPRIATION OF FUNDS FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING AND TO DETERMINE CERTAIN MATTERS RELATED TO THE FOREGOING; RATIFYING THE ACTIONS OF THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS AND STAFF UNDERDTAKEN WITH RESPECT TO THE FOREGOING; AND OTHER MATTERS RELATING TO THE FOREGOING.

BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA AS FOLLOWS:

Section 1. Findings and Determinations. The Council hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina, and as such possesses all powers granted to counties by the Constitution and laws of this State.

(b) Section 4-9-30 of the South Carolina Code provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property.

(c) The County desires to purchase certain real property and improvements thereon generally located at 375 Butts Farm Road, Westminster, South Carolina 29693 ("Parcel 1") for a purchase price of Two Hundred Twelve Thousand and 00/100 Dollars (\$212,000,000), pursuant to that certain Agreement to Buy and Sell Real Estate entered into by the County with Maurice Thompson attached hereto as Exhibit A ("Parcel 1 Purchase Agreement").

(d) The County desires to purchase certain real property generally located at 670 Rock Crusher Road, Walhalla, South Carolina 29691 ("Parcel 2" and, collectively with Parcel 1, the "Property") for a purchase price of a One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) cash payment, along with the conveyance of title to Parcel 1, pursuant to a Contract of Sale entered into by the County with Jesse James Harvey attached hereto as Exhibit

B (“Parcel 2 Purchase Agreement and, collectively with the Parcel 1 Purchase Agreement, the “Purchase Agreements”).

(e) The Council finds that the County’s purchase of the Property, and delivery of the respective Purchase Agreements, and subsequent transfer of title to Parcel 1 pursuant to the Parcel 2 Purchase Agreement, and all related documents and instruments, will serve a proper public and corporate purpose of the County, and are necessary and in the best interest of the County.

(f) The County finds that an amendment to Ordinance No. 2012-01, is necessary to provide for the appropriation of funds for the purchase of the Property.

Section 2. Approval of Purchase of the Property. The execution and delivery of the Purchase Agreements by the County Administrator is hereby authorized and ratified. Any subsequent amendment to the Purchase Agreements, except for amendments altering the purchase price set forth therein, in such forms as shall be approved by the County Administrator, are hereby approved and shall be executed in the same manner.

Section 3. Approval of Conveyance of Parcel 1. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver a limited warranty deed (“Deed”) granting, bargaining, and conveying title to Parcel 1, following purchase of the same, in the name and on behalf of the County to Jesse James Harvey or his assigns.

Section 4. Approval of Budget Ordinance Amendment. Ordinance No. 2012-01 shall be and hereby is amended to the extent necessary to provide for appropriation of funds necessary to accomplish the transactions described herein.

Section 5. Execution of Documents. The County Administrator is fully empowered and authorized to take such further actions and to execute and deliver such additional agreements, certifications or documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Purchase Agreements, the Deed, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized. All actions heretofore undertaken by the County Administrator, the County Attorney and other County personnel in order to facilitate the purchase of the Property are hereby ratified and approved. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance.

Section 6. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

Done and enacted by the County Council of Oconee County, South Carolina, this 2nd day of October, 2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: August 14, 2012
Date of Second Reading: September 14, 2012
Date of Third Reading: October 2, 2012
Date of Public Hearing: October 2, 2012

Exhibit A

Parcel 1 Purchase Agreement

[see attached]



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article 1 requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: _____ Seller MT Date 5-7-12 Buyer [Signature] Date 5-7-12

Rev. 1/04

Keller Williams Western Upstar 4107 Liberty Hwy Anderson, SC 29621

Phone: 864-326-3375

Fax:

Kim Gesque

Produced with 2 printed by e-pro, 18070 Tatham Nth Fld, Fraser, Michigan 48038 - www.2allstates.com

Page 1 of 4 Form 230

Thompson

AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:

	Yes*	No	No Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ b. Approximate age of structure <u>10 yrs</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Roof (leakage or other problem)? a. Approximate age of roof covering <u>10 yrs</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Plumbing system (pipes, fixtures, water heater, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Heating and/or air conditioning? a. Heat source: furnace ___ heat pump ___ baseboard ___ b. Cooling source: central ___ wall/window unit(s) ___ c. Fuel source: electricity ___ natural gas ___ propane <input checked="" type="checkbox"/> oil ___ d. Approximate age of heating unit <u>10 yrs</u> /cooling unit <u>incl. unit</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/county ___ community system ___ private well <input checked="" type="checkbox"/> b. water pipes are: copper ___ galvanized ___ PVC/CPVC <input checked="" type="checkbox"/> polybutelene ___	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Septic system? a. Type system: septic tank <input checked="" type="checkbox"/> community system ___ connected to city/county system ___ city/county system available ___ b. Does the system require a pump? Yes ___ No <input checked="" type="checkbox"/> c. Has the septic system been serviced/pumped during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ___ No <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Drainage, grading or stability of soil or retaining structure?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Other built-in systems and fixtures? central vacuum ___ pool ___ hot tub ___ spa ___ attic fan ___ exhaust fan ___ ceiling fan <input checked="" type="checkbox"/> sump pump ___ irrigation system ___ cable tv wiring or satellite dish <input checked="" type="checkbox"/> security system ___ or other systems ___	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Initials: _____ Seller MT Date 5-7-12 Buyer [Signature] Date 5-7-12
Rev. 1/04

REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOT, OTHER IMPROVEMENTS, AND FIXTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:

- | | Yes* | No | Representation |
|--|--------------------------|-------------------------------------|--------------------------|
| 13. Room additions or other structural changes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15. Nuisances (noise, odor, smoke, etc.) affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Previous damage caused by fire? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Violations or variances of building codes or zoning ordinances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Restrictions to property use? (covenants or deed) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax or other liens, proposed assessments or notice from any governmental agency that could affect title to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21. Owners' association fees or "common area" expenses or assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Flood hazards or that the property is in a federally-designated flood plain? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.**

Initials: _____ Seller MT Date 5-7-12 Buyer [Signature] Date 5-7-12
 Rev. 1/04



AGREEMENT TO BUY AND SELL REAL ESTATE
RESIDENTIAL

1. PARTIES: This legally binding Agreement entered into on May 3, 2012 between, Buyer(s), Oconee County, (hereinafter called "BUYER"), and Seller(s), Maurice Thompson, (hereinafter called "SELLER"). The property shall be deeded in the name(s) of: tbd

THE BUYER SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot Block Section Subdivision
Address 375 Butts Farm Rd
Tax Map # 171-00-01-023 City Westminster Zip 29693
County of Oconee, State of South Carolina.

Seller represents that the property is connected to public sewer system or to septic tank or to public water or to well system or to other

No personal property will convey as a part of this sale, except as described:

3. CONVEYANCE SHALL BE MADE: Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before Nov 7 July 13, 2012, not later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. POSSESSION: Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. PURCHASE PRICE shall be \$ 212,000.00 Two Hundred Twelve Thousand dollars.

6. METHOD OF PAYMENT: Purchase price shall be paid as follows: [X] Cash; or [] Subject to Financing. Financing to be obtained by [] Conventional [] Seller [] VA [] FHA [] Other terms:

7. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 5,000.00 Buyer and Seller authorize Re/max Foothills @ Lake Keowee, as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by [] Cash, [X] Check, or [] Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

[Signature] BUYER [Signature] BUYER [Signature] SELLER [Signature] SELLER HAVE READ THIS PAGE FORM 310 PAGE 1 of 6

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum _____ % loan (loan-to-value ratio) within _____ consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.
FHA Mortgage Insurance will will not be added to the mortgage. VA funding fee will will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: purchaser is responsible for all cost related to purchase and Seller to pay all cost related to sale of 375 Butts Farm Rd and any realtor commission fees

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan will will not be issued at closing. If applicable, the warranty premium will be paid at closing by the Buyer or Seller not to exceed \$ _____.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at _____ o'clock _____ M. on _____ unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorrations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The Buyer or the Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorrations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

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16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et.seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by May 31, 2012. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. **Time is of the essence.** If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, The Buyer The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before June 29, 2012. **Time is of the essence.** If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____, (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. **APPRAISED VALUE:** (check one)

This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

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proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at Buyer's Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

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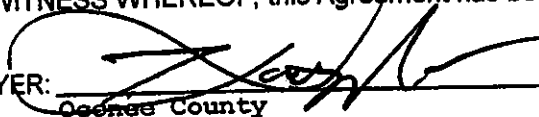
28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) 1) contingent upon purchase of property next to quarry in name of Harvey 2) purchase is contingent upon final vote & approval of County Council

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER:  Date 5-7-12 Time _____
Oconee County

WITNESS: _____ Date _____ Time _____

BUYER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____
Maurice Thompson

WITNESS: _____ Date _____ Time _____

SELLER: Maurice Thompson Date 5-7-12 Time _____

WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY Kim Gasque Kim Gasque
Re/max Foothills

SELLING AGENT AND COMPANY Kim Gasque Kim Gasque
Re/max Foothills

SELLING AGENT IS PRESENTING THIS OFFER AS A BUYER'S AGENT OR SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT Re/max Foothills @ Lake Keowee

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

Date: May 7, 2012

Subject Property: 375 Butts Farm Rd
Westminster SC 29693

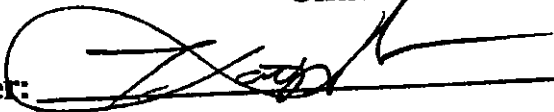
Buyers: Oconee County

Reasons a Home Inspection Should Be Completed

The purpose of a Residential Inspection is to disclose the general conditions of the building, improvements, mechanical systems, and appliances as they exist at the time of inspection. It is in the Buyer's best interest to have this information in order to evaluate the condition of the property. The expertise required to evaluate the condition of the property is outside the scope of most Buyers. Therefore, the services of a licensed home inspector will help you obtain this information.

Attached is a list of local Home Inspection Companies and other closing-related service providers. This is provided merely as a courtesy, and Buyers are in NO WAY encouraged or obligated to employ the services of the listed companies. You have the right to employ any service providers that you choose, and are responsible for verifying all credentials supplied by your chosen service providers. Kim Gasque, and RE/MAX Foothills at Lake Keowee are in NO WAY affiliated with nor endorse any service provider (including, but not limited to, attorneys, lenders, appraisers, surveyors, inspection companies, pest control companies, radon testing or remediation companies, etc.) and encourage you to interview several providers before making a selection.

**By signing below, you acknowledge that you have read and
Understand this document.**

Buyer:  Date: 5-7-12

Buyer: _____ Date: _____

Some Local Providers of Closing-Related Services

Inspection Companies

3D Inspections
131 Campbell Rd.
Pelzer, SC 29669
864-947-2323
Fax 864-947-4306

Advantage Inspection
728 N Pleasantburg Dr
Greenville, SC 29607
Office: 864-298-0405
www.advantageinspection.com

D&D Inspections
www.ddinspections.com
PO Box 1452
Clemson, SC 29633
864-247-7247
david@ddinspections.com

WIN Home Inspections
Win Foothills
864-225-9200 Office
864-933-5840 Mobile
www.wini.com/foothills

Radon Testing/Remediation

3D Inspections (Testing)
131 Campbell Rd.
Pelzer, SC 29669
864-947-2323
Fax 864-947-4306

Green Earth, Inc.
811 West Poinsett St
Greer, SC 29650
864-879-7952

Scott Baumgartner
Valley Environmental Service, LLC
PO Box 1014, West Union
Valleyradon@att.net
864-710-2069

Blue Ridge Radon Solutions
Dudley Wilson
828-252-2212

Mortgage Bankers/Brokers

Blue Ridge Bank
Seneca-864-888-2298
Walhalla-864-638-5444

Capital Bank
Clemson: 864-653-6204

Community First Bank
449 Hwy 123 By-Pass
Seneca, SC 29678
Office 864-886-7180
Fax 864-886-0912

Oconee Federal
Seneca- 864-882-2765

Seneca National Bank
864-888-BANK

Wells Fargo
8233 Rochester Hwy
864-944-7069
Fax: 864-944-8985

****Please Note****

RE/MAX Foothills at Lake Keowee is in NO WAY affiliated with and DOES NOT endorse any of these service providers. You are in NO WAY obligated or encouraged to use any of the listed companies, and have the right to employ any service providers that you choose. You should verify all credentials and interview several service providers before making a selection.

Some Local Providers of Closing-Related Services

Real Estate Attorneys

Randall M. Newton, PA
1329 Tiger Blvd
PO Box 1539
Clemson, SC 29631
864-654-6042
Fax 864-653-3305

Michael J. Smith
#10 Commons Blvd
Seneca, SC 29678
864-882-4600
Fax 864-882-1899

Allmon Law Firm P.C
Scott C. Allmon
10125 Clemson Blvd
864-886-8123
Fax: 864-886-8124

Emma Morris
Derrick, Ritter, Williams & Morris, PA
107 N Fairplay Street
PO Box 795
Seneca, SC 29679
864-882-2747
Fax 864-882-2705

Judson Jahn
Merrill & Jahn, PA
119B Professional Park Drive
Seneca, SC 29678
864-882-2466
Fax 864-882-2467

John W. Fields
#10 Commons Blvd
Seneca, SC 29678
864-882-1812
Fax 864-882-1899

****Please Note****

RE/MAX Foothills at Lake Keowee is in NO WAY affiliated with and DOES NOT endorse any of these service providers. You are in NO WAY obligated or encouraged to use any of the listed companies, and have the right to employ any service providers that you choose. You should verify all credentials and interview several service providers before making a selection.

Appraisers

Appraisers Associates of Clemson
Lewis Edward White, MAI, SRA
Lee M. West, SRA
www.clemsonappraiser.com
220 Keowee Trail, Clemson
864-654-3164

Certified Appraisal Solutions
Luther Fields, III
134 Riverpoint Drive
Clemson
864-653-4255

Gardner Appraisal Services, LLC
10612 Clemson Blvd., Seneca
864-882-3883

Palmetto Appraisal Services of Clemson
Pete Crowther
509 Old Clemson Hwy
864-882-8651

Surveyors

Clemson Engineering Services
101 Old Greenville Hwy—Clemson
864-654-2573

Cornerstone of Seneca Inc.
800 Whitworth Cir—Seneca
864-882-6476

Edwards & Associates
1432 W Main St.
West Union
864-718-1120

Golden Corner Surveying Inc.
213 N Pine St—Seneca
864-888-8702
Fax 864-885-9876

John R Long & Associates
602-3 College Ave—Clemson
864-654-5033

Oconee County, South Carolina
Finance Office
 415 South Pine Street
 Walhalla, SC 29691

Voucher

Vendor # 84338

Payable to Re/Max Foothills @ Lake Kenwee

Address 305 McCall Brothers Road
Salisbury, SC

Budget Code 017-719-50860

Date 5/7/12

Explanation of Expenditures	Charges
<u>Earnest monies for Land Purchase</u>	<u>5,000.00</u>
Total	\$ 5000.00

exclusive use of Oconee County and I hereby approve this expenditure.

Richard W. [Signature]
Department Name

Quarry
Authorized Signature

- This form is to be used for payment of the following expenditures only:*
- | | |
|------------------------|---|
| Advertising | Professional services - non-contractual |
| Appropriations | (physicians, attorneys, appraisers-excluding engineers) |
| Books | Refunds |
| Credit Card payments | Registration Fees |
| Dues | Rent |
| Insurance Payments | Stipends (Jurors, Commission Members) |
| Capital Lease Payments | Subscriptions |
| Petty Cash | Temporary Employees |
| Postage | Utilities (Electric, Gas, Water, Telephones, Etc.) |

The purchase of all other goods and services shall be done using the appropriate purchase order forms, in accordance with Procurement Ordinance 2001-15.

OCONEE COUNTY TREASURER * ADMINISTRATIVE ACCOUNT * WALHALLA * SOUTH CAROLINA 29691
 ACCOUNTS PAYABLE 864-718-1066 **DATE** 05/07/2012 **VENDOR NO.** 084338 **CHECK NO.** 210563

210563

INVOICE #	INV. DATE	PO NUMBER	ACCOUNT NUMBER	INVOICE AMT
EARNEST MONEY	05/07/2012		017-719-50880-00000	\$5,000.00
TOTALS:				\$5,000.00

PLEASE SIGN THIS CHECK - BANK WILL NOT PROCESS WITHOUT ENDORSEMENT

THIS DOCUMENT CONTAINS VOID PARTS OR OTHER SECURITY FEATURES. WATERMARK AND MICROPRINTING.

OCONEE COUNTY TREASURER
 ADMINISTRATIVE ACCOUNT
 WALHALLA, SOUTH CAROLINA 29691

COMMUNITY FIRST BANK
 WALHALLA, SOUTH CAROLINA 29691

51-212
 330

NO.: 210563

05/07/2012

\$5,000.00

PAY: FIVE THOUSAND DOLLARS AND ZERO CENTS

TO THE REMAX FOOTHILLS AT LAKE KEOWEE
 ORDER 305 MCALL BROTHER'S ROAD
 OF SALEM, SC 29676

Brian W. Howell
 VOID AFTER 60 DAYS

⑈ 210563 ⑆ ⑆ 053202130 ⑆ 500200829 ⑆

Use Inverse Code for Every Printing with Check

OCONEE COUNTY FINANCE DIRECTOR'S OFFICE
 415 SOUTH PINE STREET
 WALHALLA, SOUTH CAROLINA 29691

REMAX FOOTHILLS AT LAKE KEOWEE
 305 MCALL BROTHER'S ROAD
 SALEM, SC 29676

Exhibit B

Parcel 2 Purchase Agreement

[see attached]

State of South Carolina)
)
County of Oconee)

Contract of Sale .

THIS AGREEMENT made and entered into this 7th day of May 2012, by and between Jesse James Harvey, hereinafter referred to as the Seller, and Oconee County, hereinafter referred to as the Buyer(s).

WITNESSETH:

I.

For and in consideration of the sales price hereinafter specified, and the mutual promises and covenants herein contained, the Seller does hereby agree to sell and convey to the Buyers, and the Buyers do hereby agree to purchase from the Seller, according to the terms and conditions hereof, the following described property, to wit:

Located at 670 Rock Crusher Road, Walhalla, SC 29691 +1.069 acres – Deed Book 1291, Page 208

II.

The purchase price for the above described premises shall be the sum of \$ 342,000.00, \$ 5,000.00, of which is hereby acknowledged by the Seller; and the Buyers agree to pay the balance of \$ 125,000.00 and the buyer will purchase property at 375 Butts Farm Road Westminster, SC 29693, +-9.74 acres, deed book 1298, Page 228, and swap deed for 670 Rock Crusher Walhalla, SC 29691 +-1.069 acres – Deed Book 1291, Page 208, on or before November 7, 2012.

III.

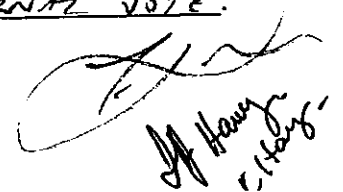
The Buyers acknowledge that the property has been fully examined and inspected; and the Buyers agree to accept the subject property in "as is" condition, and hereby acknowledges that the Seller makes no warranty of the property, either expressed or implied, except: _____

IV.

It is mutually understood and agreed by the parties that: _____

The seller will remove the swimming pool, the decorative rock, rose bushes and any and all personal belongings.

PURCHASE IS CONTINGENT UPON FINAL VOTE AND APPROVAL OF COUNTY COUNCIL.



Jesse James Harvey
11/11/12

V.

Buyers agree not to sell, transfer or assign any equity acquired in the subject real property by reason of this Contract to any other person, firm or corporation, without the prior written consent of the Seller.

VI.

Buyers agree to pay all taxes and assessments which may become due and owing on the premises on and after the date of this Contract. Should the Buyers default in this provision, Seller shall have the right to pay such taxes to protect their interest, and any sums expended by the Seller in this regard, shall be added to and be collectible as a part of this indebtedness represented hereby and become immediately due and payable.

VII.

Upon default of any of the terms or conditions of this Contract by the Buyers, Seller shall have the right and option to re-enter and take possession of the premises and all improvements thereon, without recourse to law, retaining any payments made hereunder as liquidated damages and rent, and in such an event, the Buyers shall cease to have any interest in the premises and agree to vacate same and return same to the Seller in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy.

VIII.

Upon payment in full of the purchase price, Seller agrees to provide and execute a general warranty deed to the Buyers, conveying good, marketable fee simple title to the subject premises, with documentary stamps affixed thereto for recording.

IX.

The parties mutually agree that the terms and conditions hereof shall be binding on themselves, their Heirs and Assigns, and each acknowledges receipt of one copy hereof, each of which shall be and constitute an original.

TO ALL OF WHICH the parties have hereto fore agreed, and in witness whereof, have hereunto placed their Hands and Seals this day and date first above written.

SIGNED , SEALED AND DELIVERED
IN THE PRESENCE OF:

Kathy Hays
WITNESS #1 FOR SELLER(S)

Robert J. Harvey
SELLER

WITNESS #2 FOR SELLER(S)

SELLER

Pamela J. McCall
WITNESS #1 FOR BUYER(S)

[Signature]
BUYER

WITNESS #2 FOR BUYER(S)

BUYER

SELLERS ADDRESS: 670 Rock Crusher Road
Walhalla, SC 29691

BUYERS ADDRESS: 686 Rock Crusher Road
Walhalla, SC 29691

ACKNOWLEDGEMENT

STATE OF : South Carolina

COUNTY OF : Oconee

I, Pamela J. McCall, a Notary Public for the State of SC, do

hereby certify that Jesse James Harvey

(grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of May, 2012.

Pamela J. McCall
Notary Public
State of SC

My commission expires:

April 12, 2021
(SEAL)

Oconee County, South Carolina

Finance Office
 415 South Pine Street
 Walhalla, SC 29691

170343

Voucher

Vendor # 84337

Payable to Jesse J. Harvey

Address 670 Rock Crusher Road
Walhalla, SC 29691

Budget Code 017-719-50860

Date 5/7/12

Explanation of Expenditures	Charges
<i>Earnest monies for land purchase</i>	<i>5,000.00</i>
Total	\$5,000.00

exclusive use of Oconee County and I hereby approve this expenditure.

[Signature]

Department Name

Quarry

Authorized Signature

- This form is to be used for payment of the following expenditures only:*

Advertising	Professional services - non-contractual
Appropriations	(physicians, attorneys, appraisers-excluding engineers)
Books	Refunds
Credit Card payments	Registration Fees
Dues	Rent
Insurance Payments	Stipends (Jurors, Commission Members)
Capital Lease Payments	Subscriptions
Petty Cash	Temporary Employees
Postage	Utilities (Electric, Gas, Water, Telephones, Etc.)

The purchase of all other goods and services shall be done using the appropriate purchase order forms, in accordance with Procurement Ordinance 2001-15.

OCONEE COUNTY TREASURER * ADMINISTRATIVE ACCOUNT * WALHALLA * SOUTH CAROLINA 29691
 ACCOUNTS PAYABLE 864-719-1000 [DATE] 05/07/2012 [VENDOR NO.] 084337 [CHECK NO.] 210562

INVOICE #	INV. DATE	PO NUMBER	ACCOUNT NUMBER	INVOICE AMT
EARNEST MONEY	05/07/2012		017-719-50860-00000	\$5,600.00
TOTALS:				\$5,000.00

PLEASE SIGN THIS CHECK - BANK WILL NOT PROCESS WITHOUT ENDORSEMENT

OCONEE COUNTY TREASURER
 ADMINISTRATIVE ACCOUNT
 WALHALLA, SOUTH CAROLINA 29691

COUNTY FIRST BANK
 WALHALLA, SOUTH CAROLINA 29691

05/21/2012

NO.: 210562

05/07/2012

\$5,000.00

PAY: FIVE THOUSAND DOLLARS AND ZERO CENTS

TO THE JESSE J. HARVEY
 ORDER 670 ROCK CRUSHER ROAD
 OF WALHALLA, SC 29691

Breigona W. Powell
 VPD 6/16/2012

⑆ 210562⑆ 1053202130⑆ 500200629⑆

OCONEE COUNTY FINANCE DIRECTOR'S OFFICE
 415 SOUTH PINE STREET
 WALHALLA, SOUTH CAROLINA 29691

JESSE J. HARVEY
 670 ROCK CRUSHER ROAD
 WALHALLA, SC 29691

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-20

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A LIMITED WARRANTY DEED AND OTHER DOCUMENTS RELATED TO THE TRANSFER OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA AS FOLLOWS:

Section 1. Findings and Determinations. The Council hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina, and as such possesses all powers granted to counties by the Constitution and laws of this State.

(b) Section 4-9-30 of the South Carolina Code provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property.

(c) The County desires to sell certain real property located in Westminster, South Carolina, identified as "Lot 1" with County TMS No. 221-00-01-105, containing approximately 0.981 acres (the "Property"), for a sales price of Six Thousand One Hundred Thirty One and 25/100 Dollars (\$6,131.25) to Melissa V. Underwood (the "Purchaser").

(d) The Council finds that the County's sale of the Property, and delivery of the title to real estate, and all related documents and instruments, will serve a proper public and corporate purpose of the County, and are necessary and in the best interest of the County.

Section 2. Approval of Conveyance of Property. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver a limited warranty deed ("Deed") granting, bargaining, and conveying title to the Property to the Purchaser, or the Purchaser's assignee or designee, in the name and on behalf of the County.

Section 3. Execution of Documents. The County Administrator is fully empowered and authorized to take such further actions and to execute and deliver such additional agreements (including, but not limited to, an agreement for the purchase and sale of the Property), certifications or documents as may be deemed necessary or desirable in order to effectuate the transfer of the Property, including but not limited to the execution and delivery of the Deed, and

the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized. All actions heretofore undertaken by the County Administrator, the County Attorney and other County personnel in order to facilitate the sale of the Property are hereby ratified and approved. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance, except for amendments altering the sales price set forth herein.

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

Done and enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: May 1, 2012
Date of Second Reading: October 2, 2012
Date of Third Reading: _____, 2012
Date of Public Hearing: _____, 2012

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-22

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A LIMITED WARRANTY DEED AND OTHER DOCUMENTS RELATED TO THE TRANSFER OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA AS FOLLOWS:

Section 1. **Findings and Determinations.** The Council hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina, and as such possesses all powers granted to counties by the Constitution and laws of this State.

(b) Section 4-9-30 of the South Carolina Code provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property.

(c) The County desires to sell certain real property located in Westminster, South Carolina, identified as "Lot 2" with County TMS No. 221-00-01-106, containing approximately 0.947 acres (the "Property"), for a sales price of Five Thousand and 00/100 Dollars (\$5,000.00) to Randy Hopkins (the "Purchaser").

(d) The Council finds that the County's sale of the Property, and delivery of the title to real estate, and all related documents and instruments, will serve a proper public and corporate purpose of the County, and are necessary and in the best interest of the County.

Section 2. **Approval of Conveyance of Property.** The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver a limited warranty deed ("Deed") granting, bargaining, and conveying title to the Property to the Purchaser, or the Purchaser's assignee or designee, in the name and on behalf of the County.

Section 3. **Execution of Documents.** The County Administrator is fully empowered and authorized to take such further actions and to execute and deliver such additional agreements (including, but not limited to, an agreement for the purchase and sale of the Property), certifications or documents as may be deemed necessary or desirable in order to effectuate the transfer of the Property, including but not limited to the execution and delivery of the Deed, and

the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized. All actions heretofore undertaken by the County Administrator, the County Attorney and other County personnel in order to facilitate the sale of the Property are hereby ratified and approved. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance, except for amendments altering the sales price set forth herein.

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

Done and enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: May 1, 2012
Date of Second Reading: October 2, 2012
Date of Third Reading: _____, 2012
Date of Public Hearing: _____, 2012

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-32

AN ORDINANCE TO AMEND SECTION 6-84, ENTITLED *VIOLATION AND PENALTIES* OF ARTICLE III, ENTITLED *ADMINISTRATION*, OF CHAPTER 6, ENTITLED *BUILDINGS AND BUILDING REGULATIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, TO PROVIDE FOR ONLY CIVIL PENALTIES IN THE EVENT OF A VIOLATION OF THE BUILDING CODES AND REGULATIONS ADOPTED PURSUANT TO CHAPTER 6 OF THE OCONEE COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council"), has previously adopted the Oconee County Code of Ordinances (the "Code of Ordinances"); and,

WHEREAS, Section 6-84, entitled *Violation and Penalties*, of the Code of Ordinances, declares that any violation of Chapter 6, entitled *Buildings and Building Regulations*, of the Code of Ordinances, is criminal conduct, and prescribes certain criminal penalties for the violation of that section; and,

WHEREAS, Section 6-9-80(B) of the South Carolina Code of Laws, 1976, as amended (the "Code"), entitled *Mandamus and injunctive relief for violation of code or regulation; penalties*, only provides for civil penalties in the event of a violation of a building code or regulation adopted pursuant to the provisions of that Section, as were the County's building codes and regulations; and,

WHEREAS, from time to time, provisions in the Code of Ordinances need to be amended, to update such provisions, to clarify guidelines and procedures and rules applicable to County government, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County; and,

WHEREAS, there is a need to amend Section 6-84, entitled *Violation and Penalties*, of the Code of Ordinances, to provide for only civil penalties in the event of a violation of Chapter 6, entitled *Buildings and Building Regulations*, of the Code of Ordinances, to keep the Code of Ordinances in concert and accord with State law and regulations:

NOW, THEREFORE, it is hereby ordained by the County Council, in meeting duly assembled, that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their

entirety, and are hereby adopted by reference, as part of the ordaining language of this ordinance, as fully as if set forth verbatim herein, and therein.

2. The provisions of §6-84, entitled *Violation and Penalties*, of Article III, entitled *Administration*, of Chapter 6, entitled *Buildings and Building Regulations*, of the Code of Ordinances, are hereby revised and amended to read:

“(a) For a violation of the building codes or regulations adopted pursuant to this Chapter, the building official, any other appropriate authority of the county, or any other person or entity who would be damaged by such violation, in addition to other remedies, may apply for injunctive relief, mandamus, or other appropriate proceeding. A court may grant temporary injunctive relief upon receipt of a verified complaint of an imminent danger or emergency situation.

(b) A person found to be in violation of a building code or regulation adopted pursuant to the provisions of this Chapter must be cited and fined, by civil fine, in an amount not more than two hundred dollars. Before being charged with a second violation, the person must be given seven calendar days to remedy the violation or submit a plan for correcting the violation.

(c) A person who fails to correct a violation or submit a plan for correcting a violation (as noted in (b), above) within seven calendar days after citation or written notice must be cited and fined, by civil fine, in an amount not to exceed two thousand dollars. Each day a violation continues is a separate offense.

(d) Violation of any other part or portion of this Chapter, other than the building codes or regulations, is hereby declared a misdemeanor and shall be punishable, upon conviction, in accordance with Section 1-7 of this Code. Each day any such violation continues shall be deemed a separate offense.

(e) Nothing in this article shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liabilities incurred, or any cause of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this article.”

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination should not affect the rest and remainder of this Ordinance, all of which is

hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of the County inconsistent herewith are hereby, to the extent of such inconsistency only, revoked, repealed, and superseded.
5. All other terms, provisions, sections, and contents of the Code of Ordinances not specifically affected hereby remain in full force and effect.
6. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances.

Ordained in meeting, duly assembled, this ____ day of _____, 2012.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: September 18, 2012
Second Reading: October 2, 2012
Third Reading: _____
Public Hearing: _____



Established in 1985, SWMA has earned a reputation for quality design, technical competence, innovative solutions, dependability, and developing long-term relationships with numerous municipalities and county governments.

- Landscape Architecture
- Master Planning
- Civil Engineering
- Sports, Recreation + Parks Planning
- Urban Design

SERVICE AREAS

design:team | seamonwhiteside + associates

SeamonWhiteside ASSOCIATES



seamonwhiteside + associates



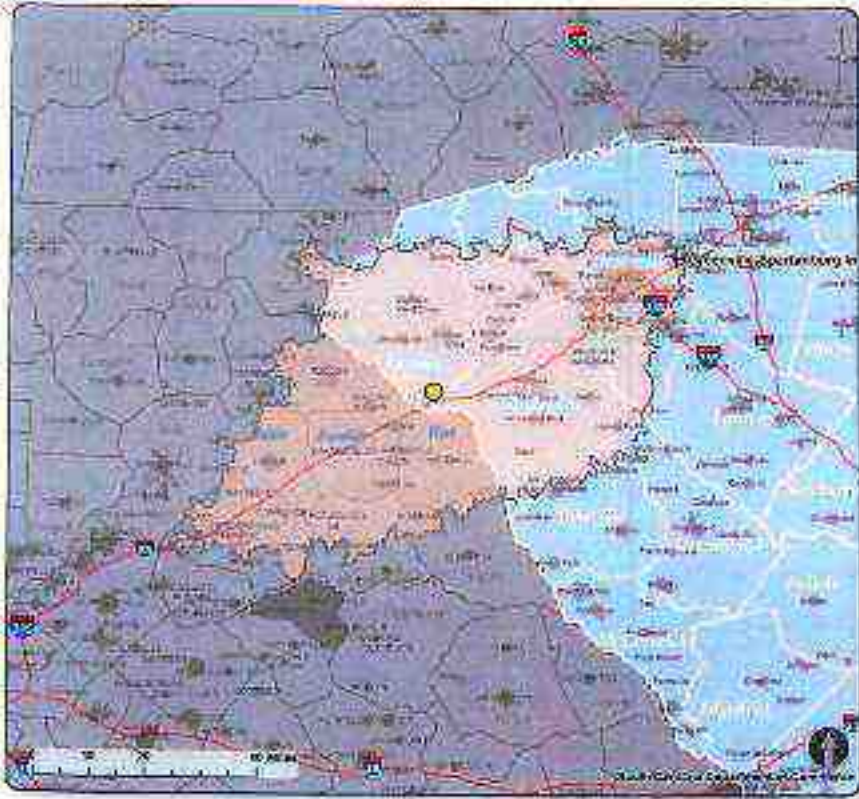
golden:corner.commerce.park - oconee county south carolina



"The Economic Development Commission will improve the quality of life for citizens of Oconee County by encouraging a diversified economy that attracts industrial and commercial investment and fosters retention of existing business and industry."



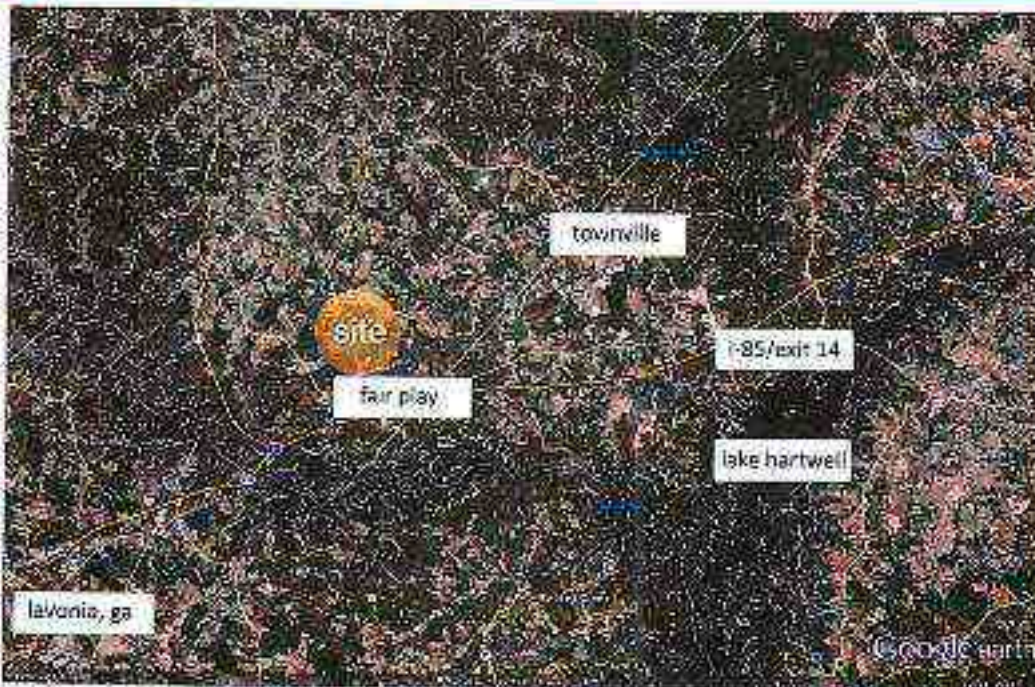
the process | understanding the site



golden corner commerce park

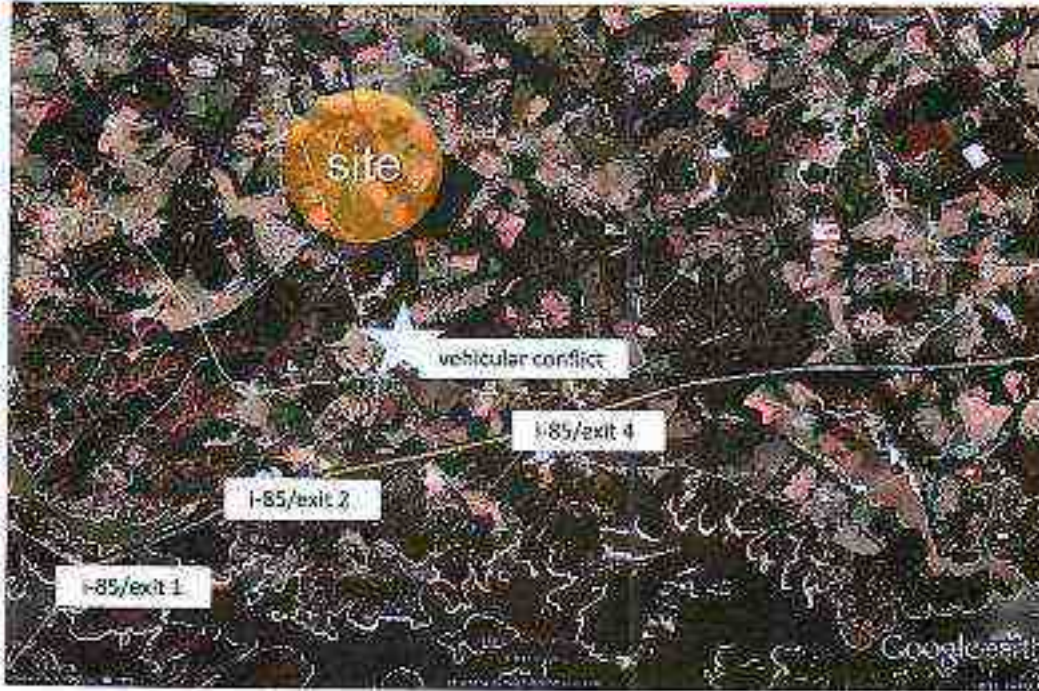


the process | understanding the site

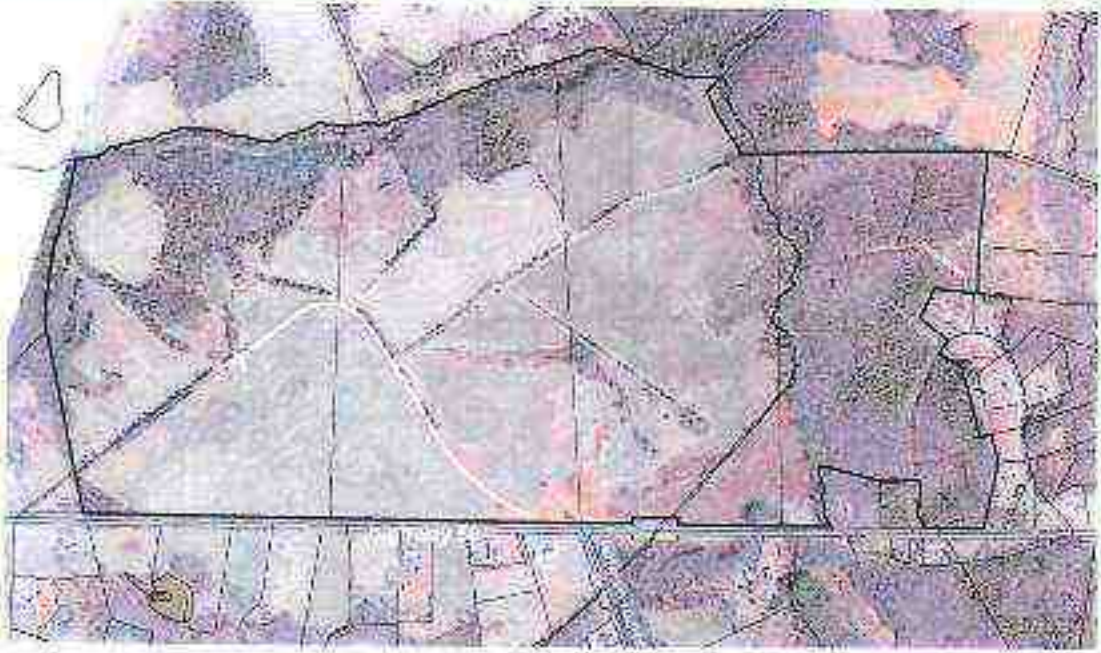


golden corner commerce park





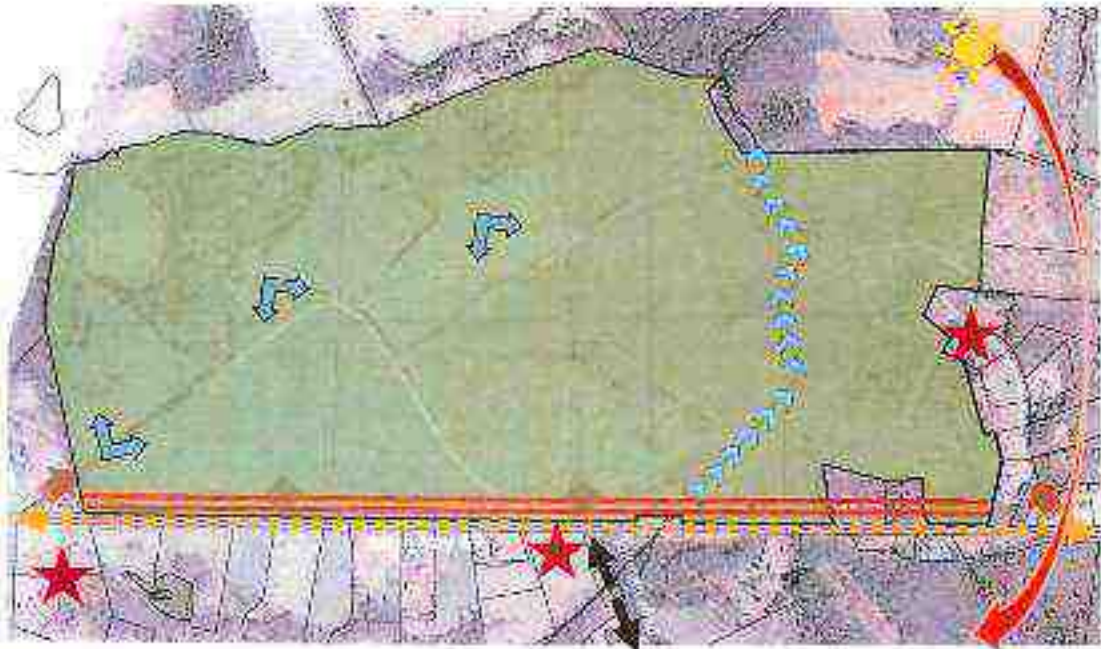
the process | understanding the site



BWA

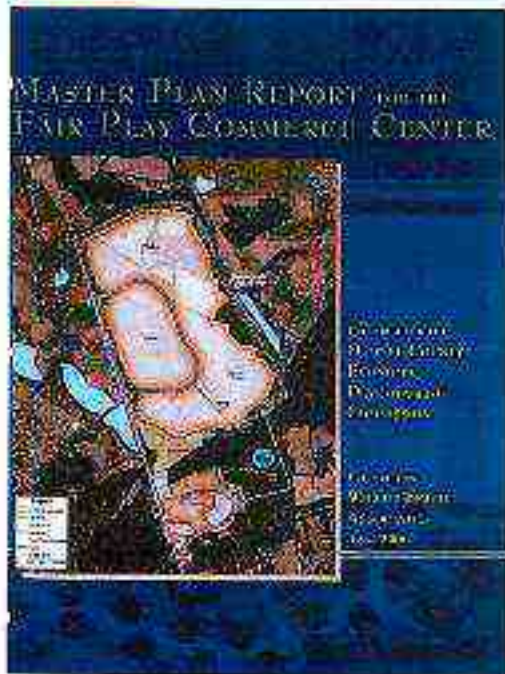
golden corner commerce park

the process | understanding the site



BWA

golden corner commerce park



Fair Play COMMERCIAL CENTER		MASTER PLAN REPORT FOR THE FAIR PLAY COMMERCIAL CENTER	
Location	City of Baltimore, Baltimore, MD	Site Area	1.12 Acres
Client	City of Baltimore	Project Type	Commercial Development
Project Description	Commercial Development	Project Status	Completed
Project Objectives	Develop a comprehensive master plan for the site, including site analysis, conceptual site plan, and implementation strategy.	Key Findings	The site is well-located and has the potential to become a vibrant commercial hub.
Recommendations	Develop a comprehensive master plan for the site, including site analysis, conceptual site plan, and implementation strategy.	Next Steps	Develop a detailed site plan and submit it to the City of Baltimore for review.



the process | photographic inventory



golden corner commerce park

the process | photographic inventory



golden corner commerce park

case studies | pickens county commerce park



U.S. Highway 281 Entrance Division

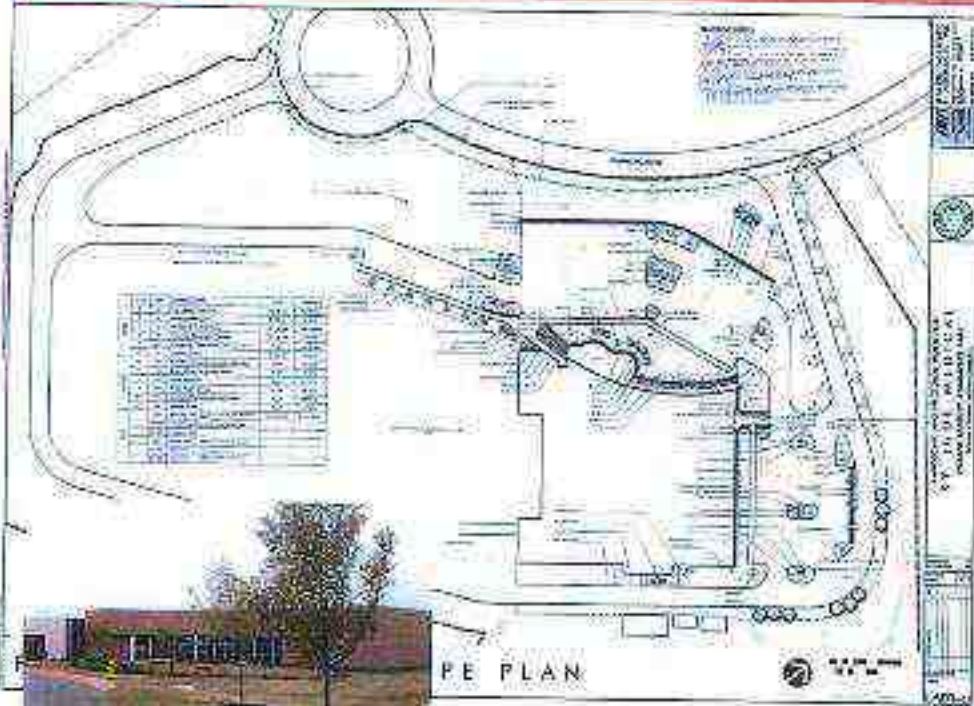


Golden Corner Entrance



golden corner commerce park

case studies | st. jude medical



golden corner commerce park

concept 1.0

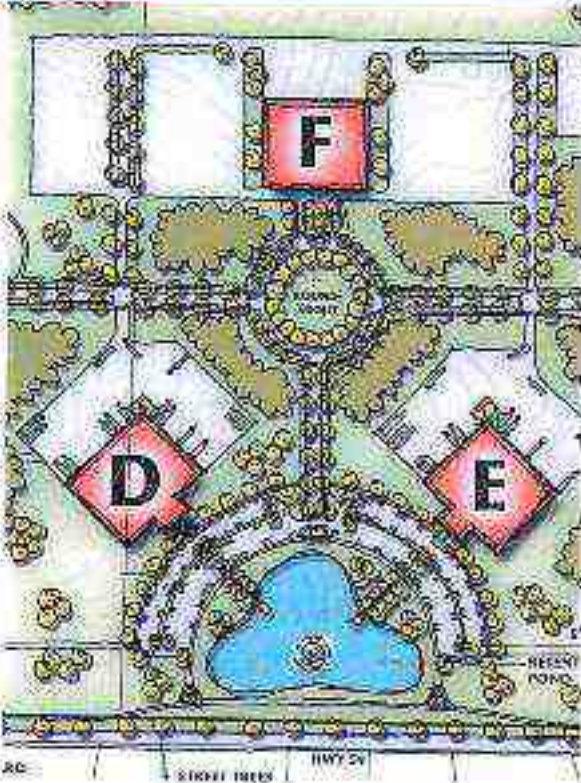


site a	+/- 33 acres	90,000 sf
site b	+/- 39 acres	130,000 sf
site c	+/- 3 acres	10,000 sf



Golden corner commerce park

concept 1.0

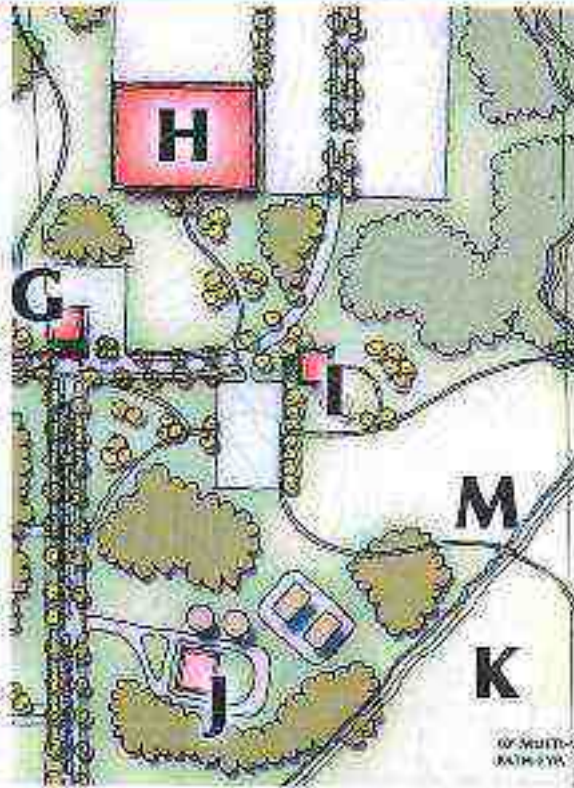


site d	+/- 25 acres	75,000 sf
site e	+/- 25 acres	75,000 sf
site f	+/- 60 acres	75,000 sf



Golden corner commerce park

concept 1.0



site g	+/- 3 acres	10,000 sf
site h	+/- 45 acres	120,000 sf
site i	+/- 3 acres	10,000 sf
site j	+/- 12 acres	
site k	+/- 75 acres	
site l	+/- 10 acres	
site m	+/- 3 acres	



concept 1.1

SeamonWhiteside ASSOCIATES

golden corner commerce park

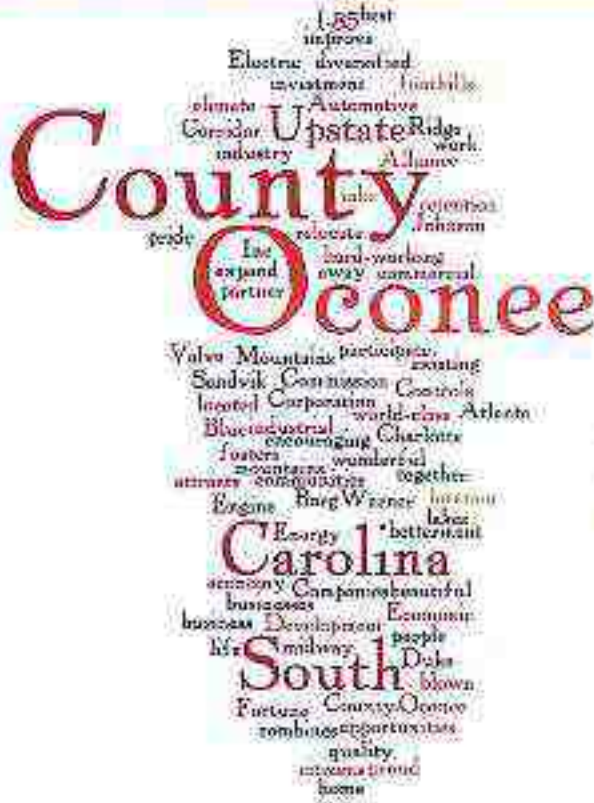
concept 1.1



golden corner commerce park master plan
concept 1.1
07.17.12

SeamonWhiteside ASSOCIATES

golden corner commerce park



Design Team

- Chris Watson
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cwatson@swasc.com
- Blake Sanders
p. 864-617-0347 ext. 512
rsanders@swasc.com

Oconee County Economic Development Commission

- Richard Blackwell
p. 864-638-4210
rblackwell@oconeesc.com



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 2, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

The Oconee County Sheriff's Office requests approval to accept the FY 2012 Edward Byrne Memorial Justice Assistance Grant/Allocation.

BACKGROUND DESCRIPTION:

The Edward Byrne Memorial Justice Assistance Grant is administered by the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. This program supports the efforts of local governments to prevent and control crime and to improve the criminal justice system. These funds are allocated based on population and crime statistics. **No matching funds are required from Oconee County.**

This Edward Byrne Memorial Grant is the annual FY 2012 cycle. This grant is a non-competitive allocation.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

This grant will be used to acquire law enforcement equipment and technology.

- Oconee County Sheriff's Department
Edward Byrne Memorial Justice Assistance Grant - \$21,479
There is **NO** local match required.

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by :  Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No. *This grant is a non-competitive allocation. There is **NO** local match required.*

If yes, who is matching and how much:

Approved by :  Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

The Oconee County Sheriff's Office recommends approval to accept the FY 2012 Edward Byrne Memorial Justice Assistance Grant.

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

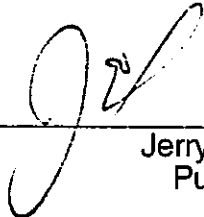
A calendar with due dates marked may be obtained from the Clerk to Council.

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

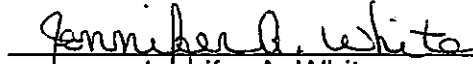
**IN RE: Oconee County Council
 Public Hearing - October 2, 2012
 Ordinance 2012-30**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on September 18, 2012 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
19th day of September A.D. 2012



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

LEGLALS

Michael Phillips conveyed their interests in the property to Kay Phillips and Stan Phillips by deed dated July 29, 2008, and recorded July 14, 2008, in Book 162 at Page 229.

PROPERTY ADDRESS:
275 Bright Eyes Drive,
Westminster, SC
29693

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Clerk of Court, at the time of the bid, five per cent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price if compliance is made, but in the event compliance is not made, the deposit shall be forfeited and applied first to costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly concluded sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days from the conclusion of the bidding, then the Clerk of Court may reject the property on the same terms and conditions on some subsequent Business Day, but at the risk of the defaulting bidder(s). A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale, and compliance with the bid may be made immediately. In the event an agent of the Plaintiff does not appear at the time of the sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in the judgment of Foreclosure and Sale or supplemental Cross-Purchase to pay for documentary stamps on the Foreclosure Deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of

LEGLALS

MENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

This property may be subject to rights granted in a tenant pursuant to the Protecting Tenants at Foreclosure Act of 2009, Public Law 111-22, effective date May 20, 2009.

This property will be sold subject to a 120 day right of redemption of the United States of America, pursuant to Section 2410(a), title 28, United States Code. Beverly H. Whitfield, Clerk of Court, Oconee County, Waltham, South Carolina September 5, 2012
FLEMING S. WHITT P.A.
Attorneys for Plaintiff

PUBLIC HEARING

The Oconee County Council will hold a Public Hearing for Ordinance 2012-30 (AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA (THE COUNTY) TO PURCHASE OR OTHERWISE ACQUIRE CERTAIN REAL PROPERTY LOCATED IN THE COUNTY (THE PROPERTY) AUTHORIZING THE SALE OR CONVEYANCE OF A PORTION OF SUCH PROPERTY; AMENDING ORDINANCE NO. 2012-01 OF THE COUNTY TO THE EXTENT NECESSARY TO PROVIDE FOR APPROPRIATION OF FUNDS FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING AND TO DETERMINE CERTAIN MATTERS RELATED TO THE FOREGOING; RATIFYING THE ACTIONS OF THE COUNTY ADMINISTRATOR

LEGLALS

COUNTY OFFICIALS AND STAFF UNDERMINED WITH RESPECT TO THE FOREGOING; AND OTHER MATTERS RELATING TO THE FOREGOING.

Tuesday, October 2, 2012 (not October 16, 2012 as originally advertised) at 8:30 a.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Waltham, SC. Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Waltham, South Carolina, 29691.

NOTICE OF SALE

By VIRTUE of a decree heretofore granted in the case of Synovus Bank v. McCollum Business, LLC, et al. (Civil Action No. 2011-CP-37-1115), the Master in Equity for Oconee County has ordered that the following property, which is the subject of the above action, be sold on Monday, October 1, 2012, at eleven o'clock (11:00 a.m.), by the Clerk of Court at the Oconee County Courthouse, 205 W. Main Street, Waltham, South Carolina to the highest bidder.

All that certain piece parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, being known and designated as Lot Number Thirty (30) The Oaks at Keowee Falls South, Jasmine Cove, as shown on a plat of Survey for Keowee Falls Investment Group, LLC prepared by Robert E. Threatt, F.L.S. #15519, dated March 10, 2004 and recorded March 19, 2004 in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book

LEGLALS

said lot having the metes and bounds, courses and distances as upon said plat appear.

The above described property is specifically subject to:

Restrictive Covenants contained in Deed from Cleeland Resources, LLC to Keowee Falls Investment Group, LLC dated 12/16/02 and recorded 12/16/02 in Deed Book 1216, Page 217, Oconee County, SC, amended by Amendment and Restatement of General Deed Restrictions dated 04/12/2004 and recorded 04/20/04 in Deed Book 1341, Page 6, Oconee County records. The above described property is specifically subject to Declaration of Covenants, Conditions and Restrictions for The Oaks at Keowee Falls South recorded in Deed Book 1651 at Page 221, also First Amendment of Declaration of Covenants, Conditions and Restrictions for Keowee Falls South dated 11/19/03 and recorded 11/25/03 in Book 1214, Page 224, also Supplemental Declaration of Covenants, Conditions, and Restrictions for the Oaks at Keowee Falls South dated 3/19/04 and recorded 3/19/04 in Deed Book 1354, Page 244, Oconee County records.

The above described property is subject to the burdens or benefits regarding dock location as provided in Paragraph 2(d) of the First Amendment of Declaration of Covenants, Conditions and Restrictions for Keowee Falls South dated 11/19/2003, and recorded in Deed Book 1314, Page 224, Oconee County records.

The above described property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record earlier on the premises and to any and all restrictions, covenants or

Oconee County
Council Office

T. Scott Moulder
Administrator

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 718 1023
Fax: 864 718 1024

E-mail
bo@occcsc.com

Paul Corneil
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald L. Dexter
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

TO: DAILY JOURNAL [classadmgr@dailyjm.com]
DATE: September 17, 2012

The Oconee County Council will hold a Public Hearing for Ordinance 2012-30 "AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") TO PURCHASE OR OTHERWISE ACQUIRE CERTAIN REAL PROPERTY LOCATED IN THE COUNTY (THE "PROPERTY"); AUTHORIZING THE SALE OR CONVEYANCE OF A PORTION OF SUCH PROPERTY; AMENDING ORDINANCE NO. 2012-01 OF THE COUNTY TO THE EXTENT NECESSARY TO PROVIDE FOR APPROPRIATION OF FUNDS FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING AND TO DETERMINE CERTAIN MATTERS RELATED TO THE FOREGOING; RATIFYING THE ACTIONS OF THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS AND STAFF UNDERTAKEN WITH RESPECT TO THE FOREGOING; AND OTHER MATTERS RELATING TO THE FOREGOING" on Tuesday, October 2, 2012 [not October 16, 2012 as originally advertised] at 6:30 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

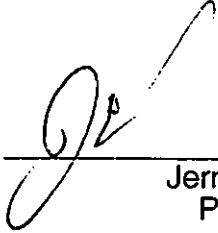


PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

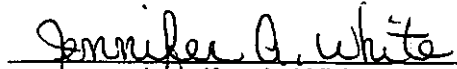
**IN RE: Oconee County Council
 Public Hearing
 Ordinance 2012-30**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on September 6, 2012 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
6th day of September A.D. 2012



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

LEGALS

PUBLIC HEARING

The Coonee County Council will hold a Public Hearing for Ordinance 2012-30 "AN ORDINANCE AUTHORIZING COONEE COUNTY, SOUTH CAROLINA (THE 'COUNTY') TO PURCHASE OR OTHERWISE ACQUIRE CERTAIN REAL PROPERTY LOCATED IN THE COUNTY (THE 'PROPERTY'); AUTHORIZING THE SALE OR CONVEYANCE OF A PORTION OF SUCH PROPERTY; AMENDING ORDINANCE NO. 2012-01 OF THE COUNTY TO THE EXTENT NECESSARY TO PROVIDE FOR APPROPRIATION OF FUNDS FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING AND TO DETERMINE CERTAIN MATTERS RELATED TO THE FOREGOING; RATIFYING THE ACTIONS OF THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS AND STAFF UNDERTAKEN WITH RESPECT TO THE FOREGOING; AND OTHER MATTERS RELATING TO THE FOREGOING" on Tuesday, October 16, 2012 at 6:30 p.m. in Council Chambers, Coonee County Administrative Offices, 415 S. Pine Street, Walhalla, SC. Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

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